



**City of Cleveland**

Justin M. Bibb, Mayor

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Department of Finance  
Division of Purchases and Supplies  
601 Lakeside Avenue, Room 128  
Cleveland, Ohio 44114-1080  
216/664-2620 Fax 216/664-2177  
[www.cleveland-oh.gov](http://www.cleveland-oh.gov)

May 5, 2026

**ADDENDUM NO. 2**

BID TITLE: **File No. 37-26 – Heavy Duty Equipment Snow Removal**

BID DUE: Thursday, May 14, 2026 at 12 o'clock noon (Eastern Time)

**Attention Bidders:** We have been requested to issue the addendum to advise vendors of the following:

1. Responses to all inquiries received from prospective bidders up to today's date.
2. Updated C- Specs, D-Specs and Bid Items in response to inquiries. See notes in Q&A, Bidders must use the updated versions provided in Addendum 2 when submitting bids.

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

Thank you for your prompt attention and assistance in this matter.

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Signature of Potential Bidder & Name of Company

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Today's Date

<p align="center"><b>BID - SCHEDULE OF ITEMS</b>  City of Cleveland  Division of Purchases And Supplies  128 City Hall  Cleveland, Ohio 44114</p>				<p align="center">BID PAGE 1 of 2</p>			
				<p align="center"><b>BIDDER MUST  COMPLETE &amp; SIGN BELOW</b></p>			
<p><b>TITLE OF BID</b>  Authorizing the purchase and/or rental by one or more requirement contracts of heavy-duty equipment, snow removal equipment, large capacity trucks, other equipment with operators, and any necessary labor, materials, or equipment needed for snow and ice removal and/or maintenance, for the various divisions of the Department of Port Control, for a period of one year, with three one-year options to renew, exercisable by the Director of Port Control.</p>				<p align="center">AUTHORIZED SIGNATURE</p>			
<p>ORDINANCE NO.: 966-2025</p>		<p>PASSED: 9/22/2025</p>	<p>EFFECTIVE: 9/29/2025</p>	<p align="center">DATE</p>			
<p>DEPARTMENT PORT CONTROL</p>							
<p>CITY RECORD ADVERTISEMENT DATES</p>		<p>STANDARD CONTRACT BID</p>	<p>x REQUIREMENT CONTRACT BID</p>				
<p>BUYER <a href="mailto:purchasing@clevelandohio.gov">purchasing@clevelandohio.gov</a> Fax Number (216) 664-2177</p>		<p>BID OPENING</p>	<p>12:00 O'CLOCK NOON  Official Time</p>				
DESCRIPTION		QUANTITY/ ALLOWANCE	UNIT PRICE	Year 1&2 (Quantity x Unit Price)	Year 3 (Quantity x Unit Price)	Year 4 (Quantity x Unit Price)	Total
1	Operator for Area A hourly rate (per operator)	2,500 Hours	\$ yr 1 & 2				
			\$ yr 3				
			\$ yr 4				
2	Operator for Area A overtime hourly rate (per operator)	2,500 Hours	\$ yr 1 & 2				
			\$ yr 3				
			\$ yr 4				
3	Operator for Area B hourly rate (hourly rate is to include equipment, fuel, and labor)	2,500 Hours	\$ yr 1 & 2				
			\$ yr 3				
			\$ yr 4				
4	Operator for Area B overtime hourly rate (hourly rate is to include equipment, fuel, and labor)	2,500 Hours	\$ yr 1 & 2				
			\$ yr 3				
			\$ yr 4				
5	Operator for Area C hourly rate (per operator)	2,500 Hours	\$ yr 1 & 2				
			\$ yr 3				
			\$ yr 4				
6	Operator for Area C overtime hourly rate (per operator)	2,500 Hours	\$ yr 1 & 2				
			\$ yr 3				
			\$ yr 4				
7	Training/Standby/Non-Operating hourly rate	1,500 Hours	\$ yr 1 & 2				
			\$ yr 3				
			\$ yr 4				

<b>TITLE OF BID</b> Authorizing the purchase and/or rental by one or more requirement contracts of heavy-duty equipment, snow removal equipment, large capacity trucks, other equipment with operators, and any necessary labor, materials, or equipment needed for snow and ice removal and/or maintenance, for the various divisions of the Department of Port Control, for a period of one year, with three one-year options to renew, exercisable by the Director of Port Control.	AUTHORIZED SIGNATURE
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DEPARTMENT			
PORT CONTROL			
CITY RECORD ADVERTISEMENT DATES	STANDARD CONTRACT BID		
	x REQUIREMENT CONTRACT BID		
BUYER	BID OPENING	12:00 O'CLOCK NOON	
<a href="mailto:purchasing@clevelandohio.gov">purchasing@clevelandohio.gov</a>		Official Time	
<a href="tel:2166642177">Fax Number (216) 664-2177</a>			

DESCRIPTION						
	DESCRIPTION	QUANTITY/ ALLOWANCE	UNIT PRICE	Year 1&2 (Quantity x Unit Price)	Year 3 (Quantity x Unit Price)	Year 4 (Quantity x Unit Price)
8	Sand	200 Tons	\$ yr 1 & 2			
			\$ yr 3			
			\$ yr 4			
9	Sodium Chloride (Road Salt)	200 Tons	\$ yr 1 & 2			
			\$ yr 3			
			\$ yr 4			
10	Sodium Formate	100 Tons	\$ yr 1 & 2			
			\$ yr 3			
			\$ yr 4			
11	Potassium Acetate (liquid)	100,000 Gallons	\$ yr 1 & 2			
			\$ yr 3			
			\$ yr 4			
12	Mobilization (Area A only)	\$250,000 per season				

ALL QUANTITIES ARE APPROXIMATE AMOUNTS. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF ONE YEAR, WITH THREE ONE-YEAR OPTIONS TO RENEW.		<b>Total Bid</b>	\$
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### Questions and Answers

1.	<b>Question</b>	Please clarify B-25 section 196. Will the maximum shift length be limited to 8 hours?
	<b>Answer</b>	Maximum shift length may exceed 8 hours
2.	<b>Question</b>	We respectfully request that the bid due date be extended to allow sufficient time to conduct thorough due diligence.
	<b>Answer</b>	Bid due date extended to 5/14/2026, see addendum 1
3.	<b>Question</b>	Please confirm that mobilization will only be awarded for the successful bidder for areas A and B.
	<b>Answer</b>	Mobilization is for area A only.
4.	<b>Question</b>	Please confirm that pricing for item 1 and 2 are for operators only.
	<b>Answer</b>	Correct. Bid item 1 and 2 is pricing for operators in Area A.
5.	<b>Question</b>	Where would the City like pricing to be placed for contractor furnished equipment, specifically the equipment specified in D-4?
	<b>Answer</b>	The mobilization amount covers all equipment to be furnished. We are not paying per piece of equipment
6.	<b>Question</b>	Does the City provide preference to bidders who submit pricing for all line items versus those who do not?
	<b>Answer</b>	No
7.	<b>Question</b>	Please specify the prevailing rate to be used for this contract.
	<b>Answer</b>	This is not a Prevailing Wage contract, and will not require Certified Payroll Reporting.
8.	<b>Question</b>	Will the City provide a designated location for the storage of tanks containing the 100,000 gallons of potassium acetate?
	<b>Answer</b>	No
9.	<b>Question</b>	Are multi function brooms (MB - 3C's) acceptable substitutions for the front mounted broom specified in D-4
	<b>Answer</b>	The airport is not familiar with MB-3c's, however, the MB3 chassis with a pivot/vertical lift airport broom is acceptable
10.	<b>Question</b>	Can you list the minimum equipment requirements for Area B?
	<b>Answer</b>	No minimum amount. Selected contractor can determine what they need to be able to service Area B.
11.	<b>Question</b>	Please delineate the equipment needed for Area A where vehicle and attachment is needed versus straight attachment.
	<b>Answer</b>	<p>DPC recommends the following:</p> <p>Area A</p> <p>(1) Front mounted broom with MB3 chassis</p> <p>(5) Plow (pick-up &amp; tandem axles)</p> <p>(2) Loaders (equipped with pusher blades)</p> <p>(1) 10 ft composite blades (with applicable equipment)</p> <p>(2) combination 22ft-24ft composite blades (with applicable equipment)</p> <p>(2) combination 10ft-24ft composite blades (with applicable equipment)</p>



		(2) 30ft pusher composite blades (with applicable equipment) (1) Dry chemical spreader (truck with minimum 2-ton spreader body)
12.	<b>Question</b>	When you're referring to composite blades, do you mean steel cutting edges?
	<b>Answer</b>	No, we are referring to composite blades.
13.	<b>Question</b>	Is the mobilization fee applying for Areas A & B individually?
	<b>Answer</b>	Mobilization is for Area A only
14.	<b>Question</b>	Is there a place to store landside equipment during the snow season?
	<b>Answer</b>	No
15.	<b>Question</b>	Can one vendor be awarded all 3 areas?
	<b>Answer</b>	Yes, if the vendor is the lowest and best for all three areas.
16.	<b>Question</b>	Can the 20% CSB goal be fulfilled with CSB, FBE, or MBE subcontractors, or is it solely CSB?
	<b>Answer</b>	The Cleveland Small Business (CSB) goal must be met using firms that are certified as CSBs. Some CSB firms may also hold FBE or MBE certifications and can be counted as well. The Prime Bidder is responsible for ensuring that any firm selected to meet the CSB goal is, at a minimum, certified as a CSB.
17.	<b>Question</b>	When there is a call out, will all equipment be deployed?
	<b>Answer</b>	Not every event will require full deployment. Equipment for Area A will already be onsite. DPC will request a certain number of operators for Area A & B, contractor to determine what equipment will be needed for the operator to deploy for Area B.
18.	<b>Question</b>	Can you share the number of call outs last year?
	<b>Answer</b>	We had approximately 30-40 call outs per area.
19.	<b>Question</b>	Can you share the number of hours that loaders worked last winter?
	<b>Answer</b>	We do not track this specific number
20.	<b>Question</b>	Will the contractor be applying chemical in every event?
	<b>Answer</b>	Cannot be determined. This contract is on an as needed basis.
21.	<b>Question</b>	Where is chemical stored?
	<b>Answer</b>	In the event DPC requests chemical: Potassium Acetate & Sodium Formate will be delivered to the airport's dry chemical storage facility or directly into our liquid PA storage tanks. We do not have an area specified currently for salt. *please note, this is a requirement contract, materials and services are requested on an as needed basis
22.	<b>Question</b>	How does liability work with the property/equipment damage when our operators are using your equipment?
	<b>Answer</b>	The successful bidder is required by section C-5 of the procurement documents to provide insurance covering personal and property damage, including damages caused by property that the successful bidder is directly or indirectly exercising physical control by reason of the work to be performed. In addition, the successful bidder is required to have business automobile liability insurance covering damages to vehicles used in the performance of the contract, whether owned by the City or the successful bidder.
23.	<b>Question</b>	Can you please clarify needs for Prevailing Wage and/or union operators as discussed in pre-bid?



	<b>Answer</b>	This is not a Prevailing Wage contract, and will not require Certified Payroll Reporting.
24.	<b>Question</b>	Does CLE provide training for the operators? What type of training is required? How many hours of training is required for each operator?
	<b>Answer</b>	Yes, the airport will provide training. Training will consist of both classroom and practical training. The duration of training shall be at the discretion of the airport based on operator experience and demonstrated proficiency. See D-6.
25.	<b>Question</b>	How many operators are required for each Area listed? Does that number include replacements for shift changes during long events?
	<b>Answer</b>	The number of operators will be determined on an as needed basis.
26.	<b>Question</b>	Is there a trigger for events? (dusting, 1/2" or 1")
	<b>Answer</b>	No. The airport will determine when services are needed from the contractor.
27.	<b>Question</b>	Is there a time specified to report to site once mobilized?
	<b>Answer</b>	For emergency snow events, contractor must report within one hour of request for service. (an emergency is described as any sudden or unexpected change wo a weather forecast resulting in the immediate need for additional support). For all other snow events, the airport will give specified time for contractor to report.
28.	<b>Question</b>	Section C-16 states that this is a prevailing wage project. Please confirm is this project is subject to Prevailing wage and Certified Payroll Reporting?
	<b>Answer</b>	This is not a Prevailing Wage contract, and will not require Certified Payroll Reporting.
29.	<b>Question</b>	Section D-4 provides a very vague list of equipment for Area A. Please provide further detail including whether each item is to include a power unit or just the attachment, what type of equipment/truck each blade should fit onto, the size of the broom as well as what it should be able to attach to, sizes of loaders and trucks required. Also please indicate if trucks and loaders are to be provided with plows blades. If blades are to be used with both contractor and airport equipment, please confirm that airport will provide the mechanics to perform this work as there is no mechanism in this contract to pay for contractor mechanics.
	<b>Answer</b>	<p>Items are to include power unit and attachment. Contractor shall determine what equipment is compatible with attachments needed. Trucks and loaders are to be provided with plow blades. DPC mechanics will be responsible for attachments to DPC equipment only. Contractor responsible for attachments on their equipment.</p> <p>DPC recommends the following equipment for Area A.</p> <p><u>Area A</u></p> <ul style="list-style-type: none"> <li>(1) Front mounted broom with MB3 chassis</li> <li>(5) Plow (pick-up &amp; tandem axles)</li> <li>(2) Loaders (equipped with pusher blades)</li> <li>(1) 10 ft composite blades (with applicable equipment)</li> <li>(2) combination 22ft-24ft composite blades (with applicable equipment)</li> <li>(2) combination 10ft-24ft composite blades (with applicable equipment)</li> <li>(2) 30ft pusher composite blades (with applicable equipment)</li> <li>(1) Dry chemical spreader (truck with minimum 2-ton spreader body)</li> </ul>



30.	<b>Question</b>	No equipment requirements are provided for Area B. Historically the airport has dictated the number of trucks called for service, please provide a minimum expectation of number of trucks to be used for Area B.
	<b>Answer</b>	The contractor shall determine the amount of trucks needed to service area B. Please refer to Area B on the map for the complete area it includes.
31.	<b>Question</b>	Section D-5 C indicates no overtime unless employee works 40 hours at the airport. This is in violation of Ohio Operating Engineers agreement, which requires overtime to be paid if operator works in excess to an eight-hour shift (Paragraph 55). Please adjust overtime language to follow union rules.
	<b>Answer</b>	Section D-5C establishes overtime based on overtime on this contract. This contract does not adopt or incorporate the Ohio Operating Engineers Agreement. Contractors are responsible for complying with any applicable bargaining agreements to which they are a party; however, such agreements do not modify or supersede the requirements of this contract. Accordingly, the overtime provisions as written shall remain in effect.
32.	<b>Question</b>	Section D-5 C indicates no overtime unless employee works 40 hours at the airport. This is in violation of Ohio Operating Engineers agreement, which requires overtime to be paid if operator works on Saturday, regardless of hours worked during week (Paragraph 58). Please adjust overtime language to follow union rules.
	<b>Answer</b>	Section D-5C establishes overtime based on overtime on this contract. This contract does not adopt or incorporate the Ohio Operating Engineers Agreement. Contractors are responsible for complying with any applicable bargaining agreements to which they are a party; however, such agreements do not modify or supersede the requirements of this contract. Accordingly, the overtime provisions as written shall remain in effect.
33.	<b>Question</b>	Section D-5 C indicates no overtime unless employee works 40 hours at the airport. This is in violation of Ohio Operating Engineers agreement, which requires double time to be paid if operator works on a Sunday or holidays (Paragraph 59). Please adjust overtime to follow union rules and add line item for double time.
	<b>Answer</b>	Section D-5C establishes overtime based on overtime on this contract. This contract does not adopt or incorporate the Ohio Operating Engineers Agreement. Contractors are responsible for complying with any applicable bargaining agreements to which they are a party; however, such agreements do not modify or supersede the requirements of this contract. Accordingly, the overtime provisions as written shall remain in effect.
34.	<b>Question</b>	Section D-6 Training – During the Pre-Bid meeting, it was stated that training will be paid to Contractor. Please confirm that classroom training, route familiarization, and equipment familiarization will be paid. Further specify the line items it will be paid under for each Area or add an item specific to training.
	<b>Answer</b>	Yes, we will pay for training, route familiarization, and equipment familiarization. We will add in a line on the bid item list for labeled “Training/Standby/Non-Operating hourly rate”.
35.	<b>Question</b>	Area A has only two line items for Operators, but Area A workers will be required to both use airport equipment, as well as contractor provided equipment (including equipment, fuel, and labor), which are vastly different services. Please



		provide two additional line items for using contractor equipment as well as an overtime line item for using contractor equipment or explain why these two different services are not being separated.
	<b>Answer</b>	Area A will be paid a mobilization fee each season. The mobilization is to cover the cost of utilizing contractor equipment and fuel. We will not be adding any additional line items for Area A.
36.	<b>Question</b>	For Area A, as Contractor will be operating Port Control equipment, will there always be a mechanic on site to assist with any issues with equipment startup or mechanical issues.
	<b>Answer</b>	Area A will utilize a mixture of Port Control equipment and the contractor's equipment. Any Port Control equipment will be maintained by our staffing. In the event of a mechanical breakdown of Contractor equipment, the Contractor will be expected to provide their own mechanical services.
37.	<b>Question</b>	Will only Contractor operators operate Area A equipment?
	<b>Answer</b>	No. Port Control staff will be able to utilize the equipment as well.
38.	<b>Question</b>	For Area A, Contractor is required to provide brooms and blades for Airport provided equipment. As not all contractor provided blades may not immediately fit airport equipment, please confirm fitting, modifications to equipment and installing of blades on airport equipment are the responsibility of Port Control.
	<b>Answer</b>	Contractor will be required to evaluate Port Control equipment to confirm equipment specifications. Port Control maintenance staff will assist contractor with the evaluation.
39.	<b>Question</b>	During Pre-Bid Burke Lakefront Airport was mentioned as part of this contract. Please provide a breakdown of what equipment is to go to each facility. If equipment is required to be moved after initial mobilization, please confirm that airport will pay for re-mobilization charges.
	<b>Answer</b>	No equipment will be required at Burke.
40.	<b>Question</b>	Provide details of expected operations are Burke Lakefront airport, as well as snow maps.
	<b>Answer</b>	Burke will not be part of the scope for this contract.
41.	<b>Question</b>	Please provide confirmation as to which Area item #11 - mobilization is associated with.
	<b>Answer</b>	Area A only
42.	<b>Question</b>	Confirm from pre-bid meeting that prospective contractors may bid only the items they choose and to mark no bid on items they do not want to bid, including items #7-#10, as Part D, Specs, F states Contractor must have the ability to provide these items.
	<b>Answer</b>	Correct
43.	<b>Question</b>	Item # 10, Potassium Acetate, has an extremely high quantity in comparison to other melting materials. Please consider lowering this quantity as contractor will need to include the costs of bond premiums in line items, unnecessarily causing additional costs to both Port Control and Contractor.
	<b>Answer</b>	Quantity is based upon historical data of Potassium Acetate used in previous seasons. We will lower the quantity as this item is in this contract as a contingency item.



44.	<b>Question</b>	Provide specs for the type of Sand the airport requires for line item #7 as well as where it will be stored.
	<b>Answer</b>	Sand shall consist of washed, durable, angular particles free of deleterious materials. Material shall contain minimal fines ( $\leq 2\%$ passing No. 80 sieve) and be sized such that 100% passes the No. 8 sieve. Sand shall be suitable for airfield use and not create foreign object debris (FOD) hazards. Item #7-10 will be delivered directly to CLE and stored on site.
45.	<b>Question</b>	Provide details of how Port Control will evaluate bids as bidders are allowed to only bid certain items.
	<b>Answer</b>	Please see section A-16 for City's evaluation procedure of bids.
46.	<b>Question</b>	Provide details for storage of line items #7 - #10, as well as expected timeframe for providing these products. Items #9 and #10 are airport specific products not generally used by contractors.
	<b>Answer</b>	Item #7-10 will be delivered directly to CLE and stored on site. Deliveries must be made within 5 business days of the request.
47.	<b>Question</b>	What is the trigger amount for snow removal for Areas A, B and C?
	<b>Answer</b>	DPC will determine if/when a response is needed from the contractor. The need will vary based upon weather and DPC staffing.
48.	<b>Question</b>	Provide expected number of employees required to be badged for each Area.
	<b>Answer</b>	<p>Below are approximate totals from the last four seasons.</p> <p>Area A:  2022-37  2023-40  2024-43  2025-15</p> <p>Area B:  2022-7  2023-7  2024-14  2025-10</p> <p>Area C:  2022-14  2023-25  2024-37  2025-25</p>
49.	<b>Question</b>	For Area A – Will Standby time be paid under Line Item #1?
	<b>Answer</b>	A line item for Training/Standby/Non-Operating hours has been added
50.	<b>Question</b>	Will a dedicated space for Area A workers be provided while on standby
	<b>Answer</b>	Workers will be based at the airport's west side maintenance facility (CMF) off West Hangar Rd.
51.	<b>Question</b>	Please advise as to how this contract will be funded, and if there is any federal funding being utilized for the contract.



	<b>Answer</b>	This contract is funded by the airports discretionary fund, there will be no federal funding.
52.	<b>Question</b>	Bid documents state that this requirement contract consists of snow removal operations in three separate areas of the airport, Area A, Area B, and Area C. As discussed during the PreBid Meeting, please confirm that bidders have the option to select a specific area/areas to bid on? And, that we can write in "No Bid" for the remaining items.
	<b>Answer</b>	Correct.
53.	<b>Question</b>	This requirement contract is for a period of one year, with three each one-year options to renew by DPC. Shouldn't the bid form be totaled into four separate sections? One for each year? The current bid forms are totaling (year 1 & 2 together), (year 3), and (year 4)?
	<b>Answer</b>	DPC will only allow a price increase for years 3 and 4.
54.	<b>Question</b>	How will DPC and Port Control evaluate the bids and what value/total bid will be used to determine low and best bid for award?
	<b>Answer</b>	Please see section A-16 for City's evaluation procedure of bids.
55.	<b>Question</b>	Instructions to bidder's state that a 5% bid bond shall be submitted with bid. Please advise bidders as to what total bid dollar amount should be used to determine the 5% Bid Bond.
	<b>Answer</b>	The bid bond must equal 5% of the <u>total</u> bid, calculated by summing <u>all</u> applicable line items included in the Schedule of Items.
56.	<b>Question</b>	Section B-8 Performance Bond states a performance is required. Please advise if a performance bond will be mandated for each year?
	<b>Answer</b>	A performance bond will be required for each term of a contract.
57.	<b>Question</b>	Contract bid documents state a 20% CSB Goal for this project. Please advise as to what bid total dollar amount shall be used to determine the 20% CSB Goal for bid submission. Currently, there will be multiple bid totals for the multiple year bid?
	<b>Answer</b>	Because the option years are not guaranteed, it is recommended that the 20% CSB goal be based on the one year bid amount.
58.	<b>Question</b>	Detailed specifications DD and D-6 state that DPC will oversee training for areas A and C. We request the city to add a line item for Area A and Area C for these necessary training hour of employees for classroom and practical hands on equipment training, or confirm from the prebid meeting discussions that these hours will in fact be paid under the respective hourly bid items.
	<b>Answer</b>	A line item for Training/Standby/Non-Operating hours has been added
59.	<b>Question</b>	Bid item 11 Mobilization. Please advise bidders as to how this bid item will be paid on an invoice basis, and if it applies to all 3 work areas.
	<b>Answer</b>	Contractor shall invoice DPC at the beginning of the winter season for mobilization. This only applies to Area A.
60.	<b>Question</b>	Multiple sections of the bid documents depict requirements for Federal Labor Standards, minimum wages, overtime pay, Prevailing Wages, and Prevailing Wage Rates. Please advise via addenda if this requirement contract is in fact subject to Prevailing Wages and the weekly submission of certified payrolls.



	<b>Answer</b>	This is not a Prevailing Wage contract, and will not require Certified Payroll Reporting.
61.	<b>Question</b>	<p>Section D-5 B states there will be no minimum hour guarantee. The City of Cleveland must provide modified language that complies with the Operators Union contract. There must be minimum hours guarantee for show up time, especially if the city changes its mind and decides to direct the workers leave the job. Article VI, paragraph 50 in the Operators Union Contract states: unless notified by the Employer not to report to work, shall be paid for eight (8) hours on the day they report for work. Day-pay basis employees reporting for work on Saturday, Sunday or holidays shall receive eight (8) hours straight time for reporting if no work is performed and they are not required to remain on the job; If they start work, they shall receive eight (8) hours at premium time in accordance with Article VII. They must report for work at the starting time and, except as noted above, remain on the job the full eight (8) hours to be entitled to receive the (8) hours pay stipulated in this agreement. 12) Section D-5 C states overtime will be paid only after 40 hours worked at the airport per week per operator, and on holidays and Section D-5 D states there is no presumption that operators will work 5 days per week therefore weekends may not constitute overtime pay. We highly suggest that the City of Cleveland remove these statements from the bid documents as it is in direct violation of the Operators Union Contract. Article VII, paragraph 55 in the Operators Union Contract states: “The normal work day shall consist of “eight (8) hours and the normal work week of forty (40) hours...Time and one-half (1-1/2x) the regular rate shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater”. Article VI, paragraph 44 in the Operators Union Contract states: “Employees reporting for work on Saturday, Sunday or holidays shall receive eight (8) hours straight time for reporting if no work is performed, and they are not required to remain on the job; if they start to work, they shall receive eight (8) hours at premium time in accordance with Article VII”.</p>
	<b>Answer</b>	<p>The city does not regulate or enforce the internal labor agreements between contractors and their employees or affiliated unions. Any requirements related to show-up pay, minimum hour guarantees, or premium pay conditions remain the responsibility of the contractor in accordance with their applicable union agreements.</p> <p>Section D-5 B, which states there is no minimum hour guarantee, applies strictly to the city’s obligation under the contract and is not intended to conflict with or override any union agreement provisions. Contractors are expected to account for any such obligations within their bid pricing.</p> <p>Similarly, Section D-5 C and D define how overtime is recognized and compensated under the city’s contract for billing purposes. These provisions do not preclude a contractor from incurring overtime obligations under their respective labor agreements but rather clarify that the city will compensate overtime only under the conditions specified in the contract documents.</p>



		<p>The city will not remove or modify these provisions, as they are necessary to maintain consistency, cost control, and clarity in contract administration. Contractors are responsible for ensuring compliance with all applicable labor agreements and laws in the execution of the work.</p>
62.	<b>Question</b>	<p>Detailed Specifications only provide the minimum numbers for Labor and Equipment for Areas A. No detailed quantity of operators has been listed for Area B or C. Please provide the following additional information for Area B and C. Estimated number of workers to be provided per shift? Will the City require 1st shift, 2nd shift, and 3rd shift workers?</p>
	<b>Answer</b>	<p>DPC will not set a minimum number of operators. The airport will determine what level of staffing is required on a case-by-case basis. This rule applies to all areas of this contract.</p>

Authorizing the purchase and/or rental by one or more requirement contracts of heavy-duty equipment, snow removal equipment, large capacity trucks, other equipment with operators, and any necessary labor, materials, or equipment needed for snow and ice removal and/or maintenance, for the various divisions of the Department of Port Control, for a period of one year, with three one-year options to renew, exercisable by the Director of Port Control.

## **PART C - GENERAL SPECIFICATIONS**

### **C-1 QUALIFICATION OF BIDDERS**

The bidder shall show that he has available under his direct employment supervision the necessary organization, resources, and facilities to properly fulfill all the services and conditions required under these specifications.

**BIDDERS MUST COMPLETE AND SUBMIT WITH THEIR BID AN INFORMATION STATEMENT, ATTACHED HERETO, MARKED EXHIBIT "A", TO SUBSTANTIATE THAT THEY ARE FULLY COMPETENT AND HAVE THE NECESSARY FACILITIES, PERSONNEL AND FINANCIAL RESOURCES TO PERFORM THE OBLIGATIONS OF THIS CONTRACT IN A SATISFACTORY MANNER, SPECIFICALLY:**

- A. That the bidder has maintained an organization capable of performing the work hereinafter described, and the number of years it has been in continuous operation.
- B. The names of the employees in the areas responsible for this contract, their function in the company, title, and number of years of service with the bidder's firm and years of experience in the field hereinafter described.
- C. That the employees assigned to this job shall be actively employed by the contractor and have a minimum of three years' experience (unless otherwise specified in the detailed specification section) with similar equipment in the field.
- D. The present address of the main operating facility of this organization and, if any, the location of the engineering department and the research and development department.
- E. Location of the facility that will serve this contract. This facility shall be conveniently located for rapid response time.
- F. List source of items, replacement parts and/or supplies, as shown in Part D - Detailed Specifications. Indicate which of the items, replacement parts and/or supplies are available at your facilities and the approximate length of time it would take to obtain those which are not. This information should be listed on Exhibit "A": page 3, Item 7. If additional space is needed, a separate sheet of paper should be attached behind Exhibit "A", page 4.

Authorizing the purchase and/or rental by one or more requirement contracts of heavy-duty equipment, snow removal equipment, large capacity trucks, other equipment with operators, and any necessary labor, materials, or equipment needed for snow and ice removal and/or maintenance, for the various divisions of the Department of Port Control, for a period of one year, with three one-year options to renew, exercisable by the Director of Port Control.

**C-2 CLEVELAND AREA SMALL BUSINESS, MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION**

Prospective bidders are advised that in order to enter into a contract with the City of Cleveland for providing the services outlined in this Invitation to Bid, the successful bidder must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity. Accordingly, prospective bidders are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those.

materials with its bid. All schedules must be completed, signed, and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's Office of Equal Opportunity for evaluation. The successful bidder will be required to submit to the City's Office of Equal Opportunity a comprehensive work force evaluation and an affirmative action plan no later than sixty (60) days after entering into a contract with the City.

The City of Cleveland has established a Cleveland Area Small Business ("CSB") subcontracting goal of twenty percent (20%) for this project. Please complete Schedule 2 – Schedule of Subcontractor Participation and provide a detailed plan with your proposal indicating how CSBs will be utilized during the project. In addition, the City of Cleveland is firmly committed to assisting Minority Business Enterprises ("MBEs") and Female Business Enterprises ("FBEs") through its contracting activities, and the City intends to contract with firms that share that commitment. Bidders shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Please be aware that the participation of CSB/MBE/FBE firms listed in your proposal will be monitored by the City's Office of Equal Opportunity throughout the duration of the contract. The successful bidder will be responsible for providing the City's Office of Equal Opportunity with any and

all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Successful bidders performing on Airport projects have a dual reporting requirement. Successful bidders will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office. Additionally, successful bidders and subcontractors (Non-CSB/MBE/FBE firms and CSB/MBE/FBE firms) will be required to enter all payment and invoice information associated with the contract into the PRISM monitoring system. Cancelled checks and invoices must be scanned and attached to the file. If the successful bidder fails to fulfill the CSB participation percentages set forth in this Invitation to Bid, the successful bidder may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

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It is the City's objective that the CSB/MBE/FBE performs a commercially useful function. A CSB/MBE/FBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the CSB/MBE/FBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the CSB/MBE/FBE program.

If you have any questions in regard to either the City's Office of Equal Opportunity's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

### **C-3 BIDDER'S AFFIDAVIT**

Each bid shall be accompanied by the Bidder's Affidavit affirming that the bidder has examined the bid documents and is not guilty of collusion or fraud in the preparation of the bid.

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder has an interest in more than one bid for the same work will cause rejection of all bids in which such bidder is believed to have an interest. Any or all bids will be rejected if there is reason to believe that collusion exists between two bidders.

### **C-4 BID BOND**

Each bid shall be accompanied by a bid bond, signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of 5% of the amount of the bid. Said bond or check shall be given as a security that if the bid is accepted a contract will be entered into, and the performance of it properly secured.

### **C-5 GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.**

The successful bidder shall be required to take all necessary precautionary measures and to perform the work required for this contract in such a manner as to adequately protect people and safeguard property and existing facilities from any damage due to its operations. Any such damage shall be satisfactorily replaced or repaired by the successful bidder at its own expense.

#### **A. Insurance Requirements**

Authorizing the purchase and/or rental by one or more requirement contracts of heavy-duty equipment, snow removal equipment, large capacity trucks, other equipment with operators, and any necessary labor, materials, or equipment needed for snow and ice removal and/or maintenance, for the various divisions of the Department of Port Control, for a period of one year, with three one-year options to renew, exercisable by the Director of Port Control.

The successful bidder shall purchase and maintain during the term of the contract general liability insurance including but not limited to personal injury, property damage, contractual liability, owners' and contractors' protective liability and products/completed operations coverage **wherein the City of Cleveland is named as an additional insured**. Special hazards such as business automobile liability insurance are addressed in Section C. Coverage shall protect the successful bidder and any subcontractor performing work under this contract from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims for property damages which may arise from operations under this contract, whether such operations be by the successful bidder, or by any subcontractor or by anyone directly or indirectly employed by any of them. **An original certificate of insurance and a copy of the additional insured endorsement naming the City of Cleveland as an additional insured shall be deposited with the Department of Port Control, City of Cleveland, prior to execution of the contract.** Such documents shall be as to form, coverage, carrier and limits satisfactory to and approved by the Director of Law. The additional insured coverage provided the City under contractor's insurance policy(ies) shall be primary with respect to contractor's general liability, notwithstanding other insurance covering the City. The amounts of such insurance shall be as described below. **NOTE: Self-insurance is unacceptable.**

**B. General Liability**

The policy(ies) shall have limits not less than a combined single limit of \$5,000,000 providing the coverage required in Paragraph A above for personal injury and property damage per occurrence and in the aggregate including but not limited to contractual liability and owners and contractors protective liability, as well as products/completed operations coverage of \$10,000,000 in the aggregate. (Coverage shall not be on a claims made basis.) If a deductible or self-insured retention is assumed, it may not exceed \$100,000 per occurrence and in the aggregate. The insurance shall include coverage for damage of property of any nature in the care, custody, or control of the successful bidder, or any property over which the successful bidder is directly or indirectly exercising physical control by reason of the work to be performed.

**C. Special Hazards - Business Automobile Liability**

The following special hazards shall also be covered during the term of this contract by rider or riders to the policy(ies) above required, or by separate policies of insurance in amounts as follows:

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Business automobile liability insurance to cover each automobile, truck or other vehicle (collectively "motor vehicles") used in the performance of the contract in an amount not less than a combined single limit of \$5,000,000 for bodily injury and property damage per occurrence. If contractor shall use motor vehicles inside the SIDA/Secured Area and the motor vehicles are not escorted by escorts authorized and approved by the City the limits of the liability insurance shall be increased to a limit of not less than \$10,000,000.

D. Special Provisions

The policy(ies) of insurance furnished hereunder shall contain the following special provision: "The company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be mailed by certified mail, return receipt requested, to the Director, Department of Port Control, City of Cleveland."

E. Indemnification

The maintenance of the insurance required above shall in no way constitute a waiver of the successful bidder's legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The successful bidder shall hold the City of Cleveland its officers, agents and employees free and harmless from any injury or damage resulting from the negligent or faulty performance by the successful bidder or his subcontractors.

**C-6 RESPONSIBILITY TO OWNER**

All work, equipment and manpower necessary for completion of job to be included in price bid, at no extra cost to the City of Cleveland. The successful bidder shall be responsible for the planning, scheduling and coordination of all work to be performed under this contract, and the entire project as a whole, so the job will proceed without delay. If, for any reason, a major change in the approved schedule is anticipated, the

successful bidder shall make the necessary changes to the schedule and resubmit the revised schedule for approval by the designated Department of Port Control representative.

**C-7 SECURITY REQUIREMENTS**

GENERAL

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The successful bidder's services for Cleveland Hopkins International Airport can be either on the public side of the airport or in restricted areas controlled by federal and local security regulations. Drawings indicating these areas are on file in the Airport Security Office. The restricted areas are designated as the Security Identification Display Area (**SIDA**) or the Secured Area. If your contract will not require work in a restricted area, you can disregard this section.

A directive from the Transportation Security Administration ("TSA") requires proper identification and employment and criminal history background checks for all persons working in any restricted area at Cleveland Hopkins International Airport.

The successful bidder on each project shall complete an ID Badge/Safe card application form furnished by the Airport Security Office for each individual assigned to the project. As part of this contract, the successful bidder shall conduct the background checks required by the TSA directive prior to an employee being allowed inside the SIDA/Secured Area. For the employee background check, the successful bidder shall, at a minimum, verify the prospective employee's work history or references for the past ten years by contacting listed employers and personal references. All time within the ten-year period **MUST** be accounted for. Upon completion of the background check, an officer of the successful bidder shall attest to the completion of the TSA requirements directive by signing (in the space marked "Designated Certification Official") and submitting the application to the Airport Security Office.

The successful bidder shall submit its and any subcontractor's ID badge applications promptly. All applications must be typed and fully completed prior to processing for ID badge. In order to minimize delays for employees applying for IDs, the successful bidder must provide the completed applications to the Airport Security Office no less than five business days before the assigned project begins. Airport Security's hours of operation are 7:30 a.m. to 5:00 p.m. Monday through Friday.

The successful bidder is responsible for furnishing the Airfield Services Office with 24-hour emergency contact numbers (phone and/or pager) to include the successful bidder's superintendent and a representative from each subcontractor. The successful bidder shall provide this information, in writing, to the attention of the Manager of Airfield Services. This is in the event the project site is involved in an emergency situation or if a condition exists that presents a potential safety and/or security hazard.

#### SECURED AREA

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All employees working in the Secured Area will display their badges on the outermost garment, above the waist at all times. There are no exceptions to this requirement.

Restricted access to the job site shall be complied with at all times. Compliance shall be met by the following methods:

1. The main contractor for each job site in the secured area of the perimeter shall be required to assign one (1) **Site Safety/Security Supervisor**. A permanent ID will be issued to the main contractor's **Site Safety/Security Supervisor** upon completion of SIDA training conducted by personnel of the Security Office at Cleveland Hopkins International Airport.

**A Site Safety/Security Supervisor will be required to remain on site at all times while construction personnel are within the airport perimeter fence. An alternate Site Safety/Security Supervisor must be available at all times. Any movement on the Air Operations Area ("AOA") outside of the designated construction site is strictly prohibited unless coordinated and approved by the Airfield Services Office at Cleveland Hopkins International Airport.**

The Site Safety/Security Supervisor, under the direction of the Airfield Services Office is required to perform these duties:

- a. Monitor gate entry to include proper badging of construction personnel and vehicle ramp permits. The Site Safety/Security Supervisor shall ensure that all contractor personnel entering the airfield properly display the approved issued ID. Only authorized construction vehicles are permitted inside the perimeter fence, no personal vehicles will be permitted inside the perimeter fence.
- b. Ensure that all vehicles properly display company signage/logos, (24" x 24" professionally made), and are flagged or lighted before entering the airfield or air operations area.
- c. If flag persons are required, they will be trained prior to the start of construction by an Airfield Services Agent. After successfully completing training, flag persons will be required to be in position each day before the construction project commences.

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2. Temporary construction fencing could also be an option to ensure restricted access. The Airfield Services Office will advise the contractor if temporary fencing would meet additional safety requirements.

#### THE SIDA/SECURED AREA

The Security Identification Display Area ("SIDA")/Secured Area has also been identified by the TSA as an enhanced security zone, and requirements for controlling access are more strict. The Site Safety/Security Supervisor working in this zone would be specifically trained in security and safety awareness. Again, restricted access to the job site is paramount.

1. The contractor for each job site in the SIDA shall have two (2) **Site Safety/Security Supervisors**. These individuals must receive SIDA training by the Airport Security Office prior to assuming their duties. **Both Site Safety/Security Supervisors are required to remain on site until all personnel have been escorted off the field. Alternates shall be made available if required.**
2. Temporary fencing options exist to ensure restricted access. Airfield Services Manager will advise the contractor if temporary fencing would meet additional safety requirements.
3. Temporary construction projects within the SIDA with less than ten (10) workers may only require one (1) Site Safety/Security Supervisor. The Airfield Services Manager or the Security Manager will determine if the project can meet all safety and security requirements with one Site Safety/Security Supervisor.

All employees working on the SIDA must display their identification badges on their **OUTERMOST GARMENT AND ABOVE THE WAIST AT ALL TIMES. THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT.** Any movement from the restricted area to any staging area must be coordinated and approved by the Airfield Services Office at (216) 265-6090.

#### VEHICLES

A ramp permit is necessary for all construction vehicles remaining in the SIDA/Secured Area. Applications are available in the Airport Security Office and the same procedures for processing apply. Rotating yellow beacons/strobes and/or construction flags, as required by the FAA, must be supplied for each vehicle entering the airfield or airport operations area. All vehicles will display on

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both sides of the vehicle professionally made company logos for security and identification purposes. Minimum requirements are 24" x 24" with 2" lettering. **NO PAPER OR CARDBOARD SIGNAGE/LOGOS WILL BE APPROVED.** Construction equipment is exempt from ramp permit requirements.

**AIRCRAFT HAVE THE RIGHT OF WAY AT ALL TIMES. Vehicles that traverse Cleveland Hopkins International Airport must adhere to the 15-mile per hour speed limit, which is strictly enforced.**

Contractors' vehicles, equipment and supplies may not be placed within ten (10) feet of any airport fence.

### FEES

Contractors will be charged a deposit fee of \$65.00 for each individual identification badge and/or ramp permit. Upon approval of ID forms, the Airport Security Office will notify main contractor of total deposit necessary, e.g. 4 badges = \$260.00. Checks and money orders must be payable to the Treasurer, City of Cleveland. The \$65.00 fee will be refunded upon completion of project and return of employee's identification badges. The prime contractor must ensure surrender of all identification badges upon completion for refund processing by the Airport Security Office.

Additionally, TSAR (Section 1542.209) requires all employees requesting unescorted access to the Secured Area/SIDA or Sterile areas of the Airport, to undergo a Fingerprint-based Criminal History Records Check. This entails submission of the applicant's fingerprints, to be compared against a federal database, for crimes that could possibly disqualify the individual from the access requested. At present the cost of the procedure is \$29.00 per submission. The Contractor will absorb all costs associated with fingerprinting. The capturing of all prints shall be in the presence of the Airport Operator. Further clarification can be obtained from the Airport's Fingerprinting Office at (216) 265-6964.

### LOST/STOLEN BADGES

Contractors must immediately notify Airport Security at (216) 898-5207 or Airfield Services at (216) 265-6090 of lost and/or stolen identification badges. Contractor will be charged \$50.00 for each lost and/or stolen badge. Contractor must replace each lost and/or stolen badge before the next business day and/or the next work shift that their employee must return to work and no later than twenty-four (24) hours after the badge was reported lost and/or stolen.

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Contractors will be charged \$100.00 for each badge that is not returned at the end of the project. The Contractor must also supply the names of all employees whose employment has been terminated or are no longer associated with the project within five (5) working days of termination or employee otherwise being removed from working on the project.

#### ACCOUNTABILITY

Contractor shall ensure strict accountability by issuing and retrieving temporary construction identification badges at the beginning and end of each shift. Identification badges shall be secured on site by the prime contractor.

#### MISCELLANEOUS

- All work expenses required to conduct the background checks, obtaining airport temporary construction badges or other activities required in this section shall be borne by the prime contractor.
- Gate agreements are available through Cleveland Hopkins International Airport Engineering Office and the Department of Port Control. Gate agreements may not be available for projects in the SIDA.
- Successful bidders must adhere to all of the current security regulations of the Cleveland Hopkins International Airport and/or the TSA.
- The Airport Security Office and Airfield Services will monitor contractors to ensure that they comply with all regulations and TSA directives. Non-compliance violations, either safety or security, will be addressed under the Progressive Discipline Program on file with the TSA.
- The contractor's construction area must remain free and clear of debris, and any dust generated must be kept to a minimum.
- No smoking will be permitted on the airfield or air operations area. No drinking of alcoholic beverages will be permitted on the airfield or AOA.
- If the need arises as determined by Airfield Services, the construction personnel and/or equipment may be required to vacate the site until further notice. All construction equipment will be kept out of the safety areas, except when in use.

#### **C-8 PERIOD OF CONTRACT**

The contract to be executed with the successful bidder shall be effective upon its execution and approval by the Director of Port Control of the City of Cleveland and continue for a period of one year with three one one-year options to renew the contract. The option years are solely at the City's discretion.

#### **C-9 PROTECTION OF CITY PROPERTY**

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It is the successful bidder's responsibility to protect the City's property from damage during the service process. If the successful bidder is negligent in protecting the City's property and thus causes damage to the City's property of any kind, the successful bidder is responsible for the total cost of replacing the damaged property within a reasonable time.

#### **C-10 AIRPORT OPERATIONS**

Airport operations shall be maintained throughout this contract. The successful bidder shall contact the Airport Rescue Fire Fighting ("ARFF") station at (216) 265-4888 or (216) 265-6034 to familiarize himself with airport emergency procedures, and shall endeavor to conduct his operation so as not to conflict with them. Clear routes for ARFF personnel and equipment shall be maintained at all time. The closing of any vehicular traffic lanes, sidewalks, parking areas and runways must be coordinated with the Department of Port Control.

#### **C-11 EMERGENCY PROCEDURES**

In case of an emergency caused by an accident, fire or personal injury or illness, emergency personnel are to be immediately notified by white courtesy phones found throughout the terminal building complex. The emergency phone number is (216) 265 - 4888. The caller must accurately report the location and type of emergency. Airport personnel will respond as necessary.

#### **C-12 CLEANING UP, WASTE DISPOSAL, ENVIRONMENTAL CONTROL**

Contractor shall, at all times, keep the work site free from accumulations of waste material or rubbish, and upon completion of the work, shall remove all tools, equipment, surplus materials and rubbish, and leave the work site in a safe and proper condition. All material removed must be disposed of by the contractor off airport property.

Contractor shall comply with all applicable federal, state and local environmental statutes, ordinances and regulations ("Environmental Laws"), and shall obtain any necessary permits and comply with all reporting requirements required by such Environmental Laws. Contractor shall provide the City with copies of all documents submitted to federal, state or local environmental agencies.

Contractor shall not treat, store or dispose of hazardous wastes or hazardous substances on the work site, or allow wastes or substances to be released to the environment. Contractor shall remove from the work site and dispose of all wastes in compliance with applicable Environmental Laws. Any penalty, fine or other liability arising from Contractor's failure to comply with applicable Environmental Laws shall be borne by Contractor.

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If applicable, the bidder shall supply the City all relevant Material Safety Data Sheets ("MSDS") as part of its bid. This MSDS shall conform to the requirements of the OSHA's Hazard Communications Regulations for completeness and accuracy of information. Upon acceptance of any bids, the successful bidder will furnish, if applicable, all applicable MSDS and Federal Superfund Amendments and Reauthorization Act, Title III ("SARA III") documents with each delivery of material.

If any new information is discovered regarding any product that is pertinent to the health and safety of users of the product, and/or the safe disposal of the product, and/or the safety of emergency response personnel, this information shall be conveyed to the City, along with a new MSDS and an explanation of how the Contractor obtained this new information. The new MSDS shall be provided as soon as possible, but in all circumstances within ten (10) calendar days of knowledge of any changes, regardless of whether or not any shipments are scheduled during this period. This new MSDS will become an addendum to the purchase order.

The Contractor shall provide a letter with the bid documents stating whether the products used are or are not an Extremely Hazardous Substance in accordance with the requirements of SARA III. This letter will state whether the products or components of each product are subject to annual release reporting, per SARA III. Upon acceptance of any bids, the Contractor shall update his information in accordance with the requirements of SARA III if the product or any of its components become listed after submission of its bid. This obligation to provide updated information shall continue during the entire term of the contract and for a period of one year thereafter.

All shipments and separate containers within each shipment shall be properly labeled as to the contents of the containers. These labels shall, at a minimum, conform to OSHA and Department of Transportation labeling requirements. Failure to properly label shipments and/or containers will result in rejection to the shipment. Failure to label may

result in termination of the purchase order if rejected shipments cause undue delays in operations.

MSDSs are subject to review by the Department of Port Control.

### **C-13 SAFETY PROCEDURES**

Inasmuch as the work area will be accessible to and used by the City and airline employees doing business at the airport during the contract period, it is the

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successful bidder's responsibility to maintain each work area in a safe, hazard free condition at all times. Should the City find the area unsafe at any time, it will notify the successful bidder and the successful bidder shall immediately take whatever steps are necessary to remedy the unsafe condition.

All materials to be removed from airport property must be done in an appropriate industry standard method and disposed of by the successful bidder off airport property. Should the successful bidder not be immediately available for corrective action, the City may remedy the problem and the successful bidder shall reimburse the City for the expense of such correction, including an administrative fee. The City reserves the right to halt work on a particular area if it, in any way affects the operation of the airport as determined by the Director of Port Control in his sole discretion.

#### **C-14 PERMITS**

The successful bidder shall secure, at its expense, all necessary licenses, permits and inspection certificates. The City of Cleveland, Division of Building and Housing, has recently instituted a policy whereby it charges for permits on all City building projects. The successful bidder shall remain responsible for the cost of these and any other necessary permits or fees with their bid.

#### **C-15 PRE-BID CONFERENCE**

- A. **A Pre-Bid conference will be as scheduled in the City of Cleveland Division of Purchases and Supplies Invitation to Bid letter.** Administrators, Designers, Resident Engineers and Inspectors will be available to answer questions at the pre-bid meeting. Bidders are cautioned that questions, clarifications, and information may result from this meeting, which could significantly affect your bid. In addition, by City policy, this will be the **ONLY** opportunity for bidders to talk directly to Department of Port Control personnel prior to award of contract. **Attendance at the Pre-Bid conference is not mandatory.**
- B. Please be advised that **all questions must be received** by the Division of Purchases and Supplies at City Hall, located: 601 Lakeside Ave. Room 128, Cleveland, Ohio, 44114, **in writing by 5:00 p.m. local time, on the fifth business day** (excluding Saturdays, Sundays, and Holidays) **following the Pre-Bid meeting. Questions may be faxed to (216) 664-2275 or e-mailed to [purchasing@clevelandohio.gov](mailto:purchasing@clevelandohio.gov)** and the buyer listed on the Invitation to Bid Letter.

#### **C-16 PREVAILING RATE OF WAGES**

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- A. This is not a Prevailing Wage contract and will not require Certified Payroll Reporting.

**C-17 MONITORING OF WORK**

The successful bidder will be responsible for providing the Department of Port Control with any and all information necessary to facilitate the monitoring of all work provided under the contract. Additionally, the successful bidder and subcontractors will be required to enter all work performed as work orders in the Department's computerized maintenance management system, Web TMA. If the successful bidder fails to fulfill these requirements, payment will be withheld until these services are rendered.

**C-18 DELIVERY TICKET/SERVICE TICKET/PACKING SLIP**

- A. All deliveries must be accompanied by a numbered delivery ticket/service ticket or packing slip and must include the following information:
  - 1. Delivery ticket, service ticket or packing slip must be numbered.
  - 2. Date commodity/service ordered.
  - 3. Date commodity/service delivered.
  - 4. The quantity of each commodity/service ordered and delivered, whether on a per pound, per ton, per tank, per sack and/or per gallon basis (as specified on the purchase order and/or in the contract).
  - 5. Name of the Department of Port Control representative who requested a commodity or service.
  - 6. Must be signed by the Department of Port Control representative who received the commodity or service.
  - 7. A copy of the delivery ticket or packing slip must be given to the Department of Port Control representative at the time of delivery.
- B. The vendor will be responsible to the Department of Port Control representative for the accuracy and completeness of these documents.

**C-19 INVOICES**

- A. All invoices submitted by the successful bidder must include the following information:
  - 1. Invoice number and invoice date.
  - 2. Purchase Order number against which materials have been ordered and are being charged.
  - 3. Date commodity or service ordered.

Authorizing the purchase and/or rental by one or more requirement contracts of heavy-duty equipment, snow removal equipment, large capacity trucks, other equipment with operators, and any necessary labor, materials, or equipment needed for snow and ice removal and/or maintenance, for the various divisions of the Department of Port Control, for a period of one year, with three one-year options to renew, exercisable by the Director of Port Control.

4. Date commodity or service delivered.
5. Delivery ticket or packing slip number.
6. The quantity of the commodity delivered, or cost of the service performed (whether on a per ton, per pound, per tank, per sack, per gallon and/or hourly rate as specified in the contract and/or on the purchase order) for example:

When a successful bidder has been awarded a contract for more than one commodity described as follows:

Item No. 1 at \$10.00 per ton  
Item No. 2 at \$1.00 per gallon

And the successful bidder has been requested to deliver 1-ton of Item No. 1 and 500 gallons of Item No. 2, then the invoice for said request shall show the quantity delivered in a manner consistent with the specifications above, for example:

Item No. 1 – 1 ton @ \$10.00/ton	= 10.00
Item No. 2 – 500 gallons @ \$1.00/gal.	= <u>500.00</u>
TOTAL DUE	\$ 510.00

7. Discount percentage where applicable.
- B. The vendor will be responsible to the Department of Finance, Division of Accounts' representative, for the accuracy and completeness of these documents.
- C. Successful bidder is required to submit original invoices, along with accompanying information detailed in Section C-19 A. directly to:

Cleveland Airport System  
Attn: Accounts Payable  
5300 Riverside Drive  
P.O. Box 81009  
Cleveland, Ohio 44181-0009

Or email all invoices to:  
[Invoices@clevelandairport.com](mailto:Invoices@clevelandairport.com)

**NOTE:** All questions must be submitted in writing directly to the buyer listed in the invitation to bid letter, and [purchasing@clevelandohio.gov](mailto:purchasing@clevelandohio.gov) or faxed to (216) 664-2275

Authorizing the purchase and/or rental by one or more requirement contracts of heavy-duty equipment, snow removal equipment, large capacity trucks, other equipment with operators, and any necessary labor, materials, or equipment needed for snow and ice removal and/or maintenance, for the various divisions of the Department of Port Control, for a period of one year, with three one-year options to renew, exercisable by the Director of Port Control.

Ordinance No.966-2025

**In the event of any conflict between these Detailed Specifications and the General Conditions, these Detailed Specifications will control.**

## **PART D – DETAILED SPECIFICATIONS**

### **D-1 SCOPE OF WORK**

Authorizing the purchase and/or rental by one or more requirement contracts (“Contract”) for heavy-duty equipment, snow removal equipment, large capacity trucks, other equipment with operators, and any other necessary labor, materials, or equipment needed for snow and ice removal, for the Department of Port Control, for a period of one year with three one-year options to renew the contract. The contract is effective upon its execution and approval by the Director of Port Control of the City of Cleveland. The option years are solely at the City’s discretion.

### **D-2 SPECIFICATIONS**

The following specifications are the minimum level of service to be provided under this Contract. They are not intended to, nor should they be construed as limiting the scope of service. The type of work and materials to be furnished under the terms of these bid specifications are set forth below.

### **D-3 SNOW AND ICE REMOVAL**

The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the snow and ice removal services as described in the specifications. The Contractor shall be able to provide snow and ice removal services 24 hours a day, seven days a week. The required objective is to maintain the Department of Port Control’s (DPC) compliance with the FAA Part 139 regulatory requirements, and all other federal, state and municipal laws, and maintain cleared roadways and sidewalks.

Snow/ice removal services for Area A, Area B and Area C are outlined below, and any other Airport owned property as deemed necessary by the Department of Port Control. The Contractor will be responsible to provide any services as described when requested.

## **AREA DESIGNATIONS- See attached map**

### **Area A- Airside Operations & non-movement operations**

1. Terminal aprons ( Vehicle Service Road (VSR) up to movement boundary line)
2. South Cargo Ramp
3. Vehicle service roads (VSR)
4. Common Use Gates
5. Terminal Service Roads
6. Tug Road
7. South Perimeter Road
8. ARFF Ramp
9. North Perimeter Road
10. Aircraft parking/holding pads
11. NAVAID Access Roads
12. All Airport Perimeter Gates (airside)

### **Area B- Landside Operations**

1. Rental Car Facility-Cleveland Parkway, Maplewood Drive, Perimeter of Rental Car Facility
2. West Hangar Road
3. FSS Building Parking Lot/Sidewalks
4. Upper Roadway (Departures)
5. Lower Roadway (Arrivals)
6. Primary Road
7. Park Road
8. Airport Exits
9. Hotel Road, 237 N Entrance and 237 S Entrance
10. Jackson Road and Cab queue lane
11. Cell Phone Lot
12. Five Points Road
13. All Airport Perimeter Gates (non-airside)
14. Cargo Road
15. Postal Road
16. ARFF Parking Lot

### **Area C- Movement**

1. Runway
2. Taxiway

## **SPECIFICATIONS/REQUIREMENTS**

- A. Contractor shall provide snow and ice removal services on an on-call basis. The Airport will contact the Contractor per event and will determine the operators needed for each area.
- B. Airport Operations or designee will request “on-call” snow removal/plowing services/ice removal services as needed.
- C. The Contractor must respond and be on site to emergency\* snow events within 1 hour of request for service.

*\*An emergency is described as any sudden or unexpected change to a weather forecast resulting in the immediate need for additional support.*

- D. Upon contract award, the Contractor will be required to obtain Security and driving credentials to include access to non-movement areas, and tools and escort privileges for Area A and Area C. Airport security policy must be followed for lost badges. (Paid for by Contractor).
- E. Contractor must remove snow from all specified areas out to designated snow pile areas, as designated by Airport Operations. The Airport will go over all areas of coverage and supply maps of where the snow can be pushed/piled.
- F. \*Contractor must have the ability to supply anti/de-icing material (e.g. Area A- potassium acetate, sodium formate, and sand; Area B- sodium chloride (road salt); Area A chemicals must be approved by FAA)
- G. Anti/De-icing materials will be applied at airports discretion or when environmental conditions exist.
- H. Equipment to be utilized for application of road salt shall only be allowed in Area B.
- I. Area A equipment shall not be contaminated with road salt.
- J. If snow accumulates to the point where snowbanks or piles interfere with the specified areas, the Airport will request the Contractor to push/haul snowbanks or piles to the designated areas or off site (snow pile maps will be given). This service typically requires use of heavy equipment (e.g. front-end loader). Services requiring use of heavy equipment will be performed only upon request of Airport Operations or designee.
- K. Contractor may be required to assist with snow melting operations utilizing Contractor and/or Airport equipment
- L. The Contractor must use equipment of sufficient size and type to ensure all services are done in a timely, safe, and efficient manner.
- M. Contractor must provide their own equipment to provide these services, unless the Airport determines that Airport equipment should be utilized.
- N. Contractor to provide operators for Airport equipment/vehicles for snow & ice removal services as required by the airport.
- O. Contractor shall have a supervisor equipped with a ground control radio to monitor ATCT communications for Area A and Area C.
- P. Supervisor must be equipped to communicate with operators in each vehicle/equipment.
- Q. All vehicles/equipment for Area A, must be marked and equipped per AC 150/5210-5D, (or most current edition).
- R. Any damage caused by snow removal services will be repaired and/or replaced by the following Spring by the Contractor.
- S. All fuel, maintenance, insurance, and other costs pertaining to the Contractor's vehicles/equipment will be the sole burden of the Contractor.
- T. Parking curbs or bumper blocks located in parking areas must not be moved or damaged. Upon completion of the plowing season, if curbs are moved or damaged, the Contractor will be responsible for returning them to their original positions or replacing the damaged ones.

- U. Contractor must always use continuous care and caution while performing snow plowing and de-icing services, especially when operating heavy machinery near parked vehicles, pedestrians and planes in order to avoid personal bodily injury and damage to property.
- V. Area A and Area C security and driving credentials must be renewed on a 12-calendar month basis at the Contractor's expense.
- W. The anticipated need for snow and ice removal services is November 1st to April 30<sup>th</sup>. Equipment should be on site and ready by October 15th. Demobilization should be April 30th.
- X. Contractor management and/or supervisors will be required to attend specific pre-winter meeting and after-action meetings throughout the winter season, as required by the Airport.
- Y. Emergency response time of no longer than 1 hour.
- Z. Non-emergency response time of no longer than 2 hours.
- AA. Employee must pass a 10-year security background check.
- BB. Contractor must have a comprehensive drug and alcohol screening program. Testing may be required in the event of an incident/accident on Airport property.
- CC. Snow removal process to be completed in compliance with the Airport's Snow and Ice Control Plan ("SICP"). SICP is for Areas A and Area C.
- DD. The Department of Port Control (DPC) will oversee training in operating procedures on Area A and Area C, and only those people who have been approved will be permitted to work in these areas.
- EE. The location to park on-site equipment will be determined prior to snow season starting, at the discretion of the Airport. The location may change from year-to-year, or at any time during the season.
- FF. Any damage to the Common Use Gates, Aircraft or associated equipment, or City property must be reported to Airport Operations immediately.

#### D-4 EQUIPMENT

The Contractor must have equipment, materials, and staff to adequately perform the specified services. All vehicles/equipment must display the company logo and be compliant with applicable FAA Advisory Circulars ("A/C") or any other federal/state local requirements dependent on their area of operation at the Airport. In the event of mechanical breakdown, the Contractor will be expected to provide backup service so that snow and ice removal services are performed as requested. Equipment failure **WILL NOT** constitute an acceptable reason for not performing the snow plowing/removal service.

The Airport requires the Contractor to have available snow removal units capable of clearing a path 18' or greater for ramps, pads, aprons, and gate areas and must have composite blades. Contractor to determine equipment needed for roadways. Below is what the department recommends for typical quantities and equipment utilized for Area A.

Area A

- (1) front mounted broom
- (5) plows
- (2) loaders
- (1) 10ft composite blade
- (2) combination 22ft - 24ft composite blades
- (2) combination 10ft - 24ft composite blades
- (2) 30ft pusher composite blades

**D-5 MAINTENANCE HOURS; REPORTING AND COORDINATION**

- A. The Contractor shall be able to provide snow and ice removal services 24 hours a day, seven days a week, and on holidays.
- B. There will be no minimum hour guarantee.
- C. Overtime will be paid only after 40 hours worked at the airport per week per operator, and on holidays.
- D. There is no presumption that operators will work 5 days per week therefore weekends may not constitute overtime pay.
- E. Contractor shall call Airport Operations to acknowledge the initial notification for snow removal services. Acknowledgement must be made within 30 minutes of notification.
- F. The Contractor shall be required to report and/or coordinate its activities with Airport Operations or authorized representative.
- G. Upon arrival Contractor must notify Airport Operations that they are on-site (Area A & B).
- H. Each individual operator shall swipe their airport issued ID at designated card reader, when arriving and departing. Failure to swipe may result in hours not being paid.
- I. Contractor must provide data evidencing the number of operators utilized on every snow event and the number of hours each operator worked. Contractor must also provide data to document the check-in time and check-out time for every snow event. Data must be submitted with each invoice.
- J. Contractor must obtain authorization from Airport Operations prior to leaving at the end of any snow event.
- K. Airport Operations or authorized representative will notify the contractor of when they are released. The contractor will not be paid for any additional time worked after that release time unless approved by the airport in advance.

**D-6 TRAINING**

All contractors shall be required to attend the airport's annual Snow & Ice Control Plan ("SICP") training. This training shall include classroom (theoretical) instruction covering route familiarization, standard operating procedures, safety requirements, and equipment familiarization.

The airport will also conduct hands-on, practical equipment training for operators (Area C only). The duration of both classroom and practical training shall be determined at the discretion of the airport based on operator experience and demonstrated proficiency.

Training shall be considered complete only when the airport determines that each operator has demonstrated satisfactory operational competency, situational awareness, and efficiency in accordance with airport standards.

## **D-7 SPECIAL PROVISIONS**

These specifications notwithstanding, if for any reason, the execution of the Contract is delayed until a date after the termination of a prior contract for the services, the date for the provision of services shall be fixed by the Board of Control Resolution awarding the contract. If the prior contract has not expired on the date of the award of the Contract, then the effective date of the Contract will be the day after the expiration of the prior contract.

Any service not specifically included in the Scope of Work and Detailed Specifications article may be added to this Contract if it falls within the same general category of Services already specified in the Contract.