



City of Cleveland
Justin M. Bibb, Mayor

Department of Finance
Division of Purchases & Supplies
601 Lakeside Avenue, Room 128
Cleveland, Ohio 44114-1080
216/664-2620 • Fax: 216/664-2177
www.cleveland-oh.gov

July 20, 2026

ADDENDUM 2

BID TITLE: File No.63-26 Purchase of Specialty Tires, Tube, etc. and Related Equipment Parts and Labor

BID DUE: Thursday, July 23, 2026 at 12 o'clock noon (Eastern Time)

Attention Bidders:

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

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

1. Answers to questions.

If you have any questions regarding the attached, please contact Purchases and Supplies at purchasing@clevelandohio.gov. Thank you for your prompt attention and assistance in this matter. Also, please ensure that 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.

Signature of Potential Bidder & Name of Company

Today's Date

Thank you,
Donia Patterson, Assistant Administrator
Purchases & Supplies
CC:



CITY OF CLEVELAND

Mayor Justin M. Bibb

PUBLIC WORKS

ANSWERS TO QUESTIONS RECEIVED FROM BIDDERS – File No. 63-26

1.	Question	May a bidder submit for only one manufacturer/brand or selected service categories and leave the remaining sections unpriced?
	Answer	Failure to bid all items within a selected category may result in that category being deemed non-responsive.
2.	Question	For this requirement contract, how should the required 5% bid security be calculated: based on the \$200,000 estimated expenditure, the bidder's calculated Bid Total, or another amount?
	Answer	The bid bond should be in the sum of five percent (5%) of the amount of your bid.
3.	Question	Please confirm whether a performance bond is required if the resulting award is below \$500,000.
	Answer	There is no Performance Bond required on any contract issued pursuant to this Invitation to Bid when the contract amount is less than \$500,000.00. A fifty percent (50%) Performance Bond will be required on any contract of \$500,000.00 or more.
4.	Question	May an out-of-state prime contractor use a qualified local Ohio subcontractor to maintain inventory, make one-day deliveries, and perform the required services?
	Answer	Generally, an out of state contractor may utilize an Ohio company to comply with the performance requirements of a contract.
5.	Question	For the authorized distributor requirement, must the authorization letter name the prime bidder directly, or may the local subcontractor/distributor provide the manufacturer authorization while performing under the prime contractor?
	Answer	The prime bidder must provide documentation demonstrating that it, or its proposed authorized subcontractor/distributor identified in the bid, is authorized by the manufacturer to sell, service, and provide warranty support for the applicable products. The prime contractor remains fully responsible for all contract performance.
6.	Question	Do the firm price and discount requirements apply separately to each one-year renewal option, or must the original pricing remain unchanged through all possible renewal years?
	Answer	The prices and discounts must remain firm for the duration of the contract period.
7.	Question	Must vendor registration and contract-compliance certification be fully approved before bid submission, or may either be completed after notice of apparent award?



CITY OF CLEVELAND

Mayor Justin M. Bibb

PUBLIC WORKS

	Answer	The Invitation to Bid does not require vendor registration prior to bid submission. Bidders must submit all documents required by the Invitation to Bid.
8.	Question	Is the prior bid tabulation or current contract information for these items available for review?
	Answer	Previous bid contract is included in Addendum No. 2.

MA 1005 PC 2024-06
(City Contract No.)

ORIGINAL

AGREEMENT

Purchase

125-23

(Purchases and Supplies File No.)

THIS AGREEMENT is made on February 8, 2024 by the CITY OF CLEVELAND ("City"), through its Director of Public Works, under the authority of Chapter 181 of the Codified Ordinances of Cleveland, Ohio, 1976, Ordinance No. 1330-A-10 passed by the Council of the City on 12/6/2010, and Board of Control Resolution No. 558-23, adopted 11/1/2023, and The Goodyear Tire & Rubber Company ("Contractor"), a/an Ohio Corporation doing business as _____, a sole proprietorship.

RECITALS:

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

In consideration of the foregoing, the payments, and their mutual promises, the City and the Contractor, each for itself,

its representatives, successors, and assigns, agree as follows:

Contractor shall furnish to the City the following products, equipment, or services:

for an estimated quantity of various specialty tires, tubes, etc. and related equipment parts and labor, all items, for the
Division of Motor Vehicle Maintenance, Department of Public Works, for a period of one (1) year beginning with the date of
execution of a contract or the day following expiration of the currently effective contract for the goods and/or services, with
two (2) one-year options to renew

_____, as more fully described in the Specifications, for the consideration of

a total estimated sum, \$ 208,700.00 (Net)

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

CONTRACTOR

The Goodyear Tire & Rubber Company

(Type or print legal name)

By: _____

(Authorized Signature)

Chris Campbell

(Printed Name)

Title Senior Director, CTSC

Date November 16, 2023

THE CITY OF CLEVELAND

By: Frank D. Williams

(Printed Name)

(Signature)

Director of Public Works

Date February 8, 2024

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Goodyear Tire & Rubber Company	
2 Business name/disregarded entity name, if different from above dba Goodyear Commercial Tire & Service Centers	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) D (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 200 Innovation Way	Requester's name and address (optional)
6 City, state, and ZIP code Akron, OH 44316-0001	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

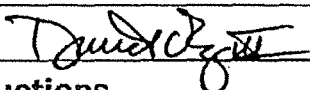
Social security number								
			-				-	
or								
Employer identification number								
3	4		-	0	2	5	3	2
							4	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/1/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



VENDOR INFORMATION FORM

Please fill in:

Business Name The Goodyear Tire & Rubber Company DBA Goodyear Commercial Tire & Service Centers

IRS Reporting Name The Goodyear Tire & Rubber Company

Business Address Local Service Center: 2948 Center Road

City Brunswick State OH Zip 44212

Telephone (330) 225-9155 or cell 330-350-0480 Extension _____

Toll Free Number 800 _____

Vendor Fax Number 330-225-2139

Vendor Email Address krix@goodyear.com

Ordering Address 2948 Center Road

City Brunswick State OH Zip 44212

Telephone (330) 225-9155 Extension _____

Remit Address 2948 Center Road

City Brunswick State OH Zip 44212

Telephone (330) 225-9155 Extension _____

Contact Person: (Ordering) Ken Rix

Remit krix@goodyear.com 330-350-0480

PLEASE INCLUDE THE ABOVE INFORMATION

WHEN SUBMITTING YOUR BID OR PROPOSAL

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

STATE OF OH

COUNTY OF SUMMIT

}

SS

AFFIDAVIT

Chris Campbell

being first

duly sworn deposes and says:

Individual only:

That he/she is an individual doing business under the name _____

at _____, in
the City of _____, State of _____

Partnership only:

That he/she is the duly authorized representative of a partnership doing business under
the name of _____, in
the City of _____, State of _____

Corporation only:

That he/she is the duly authorized, qualified and acting Senior Director, CTSC
_____ of The Goodyear Tire & Rubber Company

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

Individual only:

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

_____ Affiant further says that he/she is represented by the following attorneys:

_____ and is also represented by the following resident agents in the City of Cleveland:

Partnership only:

Affiant further says that the following is a complete and accurate list of names and addresses
of the members of said partnership: _____

_____ Affiant further says that said partnership is represented by the following attorneys:

_____ and is also represented by the following resident agents in the City of Cleveland:

ITEM 4

C OF C 84-50-A

(OVER)

Corporation only:

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

President Richard Kramer

Directors: Chris Campbell

Vice President Darren Wells

Secretary Daniel T. Young

Treasurer Christina Zamarro

Cleveland Manager or Agent Ken Rix

Attorneys David Phillips

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

Chris Campbell

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

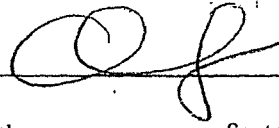
or assistance in securing contract above referred to in the event the same is awarded to _____

The Goodyear Tire & Rubber Company

(name of individual, partnership or corporation)

Further affiant said not.

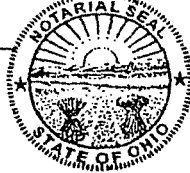
(Sign Here)



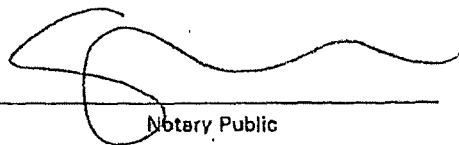
Chris Campbell
Senior Director
CTSC

Sworn to before me and subscribed in my presence this 11th day of September

20 23



Shelby L. Ranier, Attorney at Law
Resident Summit County
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC


Notary Public

CITY OF CLEVELAND

BID FORM

☐ STANDARD CONTRACT BID
☒ REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR: Specialty Tires, Tubes, Etc. and Related Equipment, Parts and Labor

FOR: The Department of: Public Works

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

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

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

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

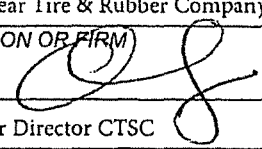
N/A

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

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

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

The firm, corporation, or individual name The Goodyear Tire & Rubber Company
MUST BE SIGNED IN SPACE INDICATED. Complete: CORPORATION OR FIRM
ERASURES MAY INVALIDATE THIS BID.

Sign Here By 
If the bidder is a firm or corporation, the title of the officer signing and the State in which incorporated must be indicated. Chris Campbell: Senior Director CTSC
TITLE OF OFFICER

200 Innovation Way, Akron, OH 44316
BUSINESS ADDRESS OF BIDDER
Ohio
STATE OF INCORPORATION

BID – SCHEDULE OF ITEMS

CITY OF CLEVELAND

BID PAGE

BID PAGE 1 OF 1

TITLE OF BID		BIDDER MUST SIGN AND DATE THIS SHEET	
Various Specialty Tires, Tubes, Etc. and Related Equipment, Parts and Labor		Chris Campbell	
		AUTHORIZED SIGNATURE	
		DATE 09/11/2023	
DESCRIPTION	QTY	UNIT PRICE	EXTENSION
All Quantities Are Estimates			
Vendor to supply and deliver various specialty tires, tubes, etc, and related equipment, parts and labor for the Division of Motor Vehicle Maintenance, as specified.			
Item 1. Specialty tires, tubes, and related equipment			
Name of Manufacturer: <u>Maxam</u>			
Price List No. <u> </u> Date: <u>09/19/2023</u>			
Catalog No. <u>Please see attached catalogs</u> Date: <u>09/19/2023</u>			
Trade Discount: <u> </u>			
Price Column: <u>Please see attached catalogs</u>			
Labor Rate (per hour)	50	\$125.00	\$6,250.00
Average Mount/Remount Charge:	100	\$24.50	\$2,450.00
Average New Tire Fee:	500	\$0.00	\$0.00
Duration of Contract, if any, shall be for a period of one (1) year with two (2) one-year renewal options			
BIDDER MUST SIGN AND DATE THIS SHEET		Delivery (Days)	Payment Discount
ITEM 7A		30	0

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

A-2 FORM OF BID (BID FORM)

- a. Every bid must be made upon the blank form of bid attached hereto.
- b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as, the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.
- c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.
- d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

A-3 BIDDERS AFFIDAVIT

Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars (\$50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK

- a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
- b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
- c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
- d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

A-6 EXPLANATIONS WRITTEN OR ORAL

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

A-7 PRICE BIDS AND DISCOUNTS

- a. Unit Prices
In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.
- b. Trade Discounts
When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.
- c. Catalog Pricing
Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

A-8 BIDDER'S DESCRIPTION OF ITEMS

- a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.
- b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

A-9 MANUFACTURER'S NAME

- a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.
- b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

A-10 SAMPLES

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

A-11 TIME OF DELIVERY

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID

- a. In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.
- b. The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

PARAGRAPHS A-13 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE *SCHEDULE OF ITEMS* AND ON THE *BID FORM*.

A-13 REQUIREMENT CONTRACT DEFINED

- a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.
- b. A contract awarded under this bid will be termed a requirement contract.

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

- a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid*. See GENERAL CONDITIONS, Section B-24, *Duration of Contract*.
- b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

A-15 LIMITATION OF PERIOD OF CONTRACT

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed \$50,000.00.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed \$50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed \$75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE, LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A, and A-16B, above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

A-17 Good Faith Participation:- APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms; including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

A-19 SUBCONTRACTING:

a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.

d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

B-2 UNACCEPTABLE BIDS.

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

B-3 REJECTION OR ACCEPTANCE OF BIDS.

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

B-5 WITHDRAWAL OF BID.

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

B-6 TIME OF AWARD.

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.

Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

B-7 AWARD CONTRACT.

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

B-8 PERFORMANCE BOND.

A. City ordinances require that contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. City policy mandates a waiver or reduction in certain circumstances. For example, contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over \$100,000 but not more than \$250,000 shall require a bond of at least twenty-five percent of the contract price; and over \$250,000 but not more than \$500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

B. Therefore, although no Performance Bond will be required on a contract of \$100,000 or less made pursuant to this ITB, a performance bond will be required for any contract over \$100,000. If over \$100,000 but not more than \$250,000 the contract shall require a bond of twenty-five percent of the contract price. If over \$250,000 the contract shall require a bond of fifty percent.

B-9 RELEASE OF BOND.

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

B-10 CANCELLATION OF CONTRACT.

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.

b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.

B-12 DELAY FOR CAUSES BEYOND CONTROL.

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

B-13 PATENTS.

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

B-14 DELIVERY.

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made only if the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the full costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor must not perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

B-15 LABORATORY TEST.

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

B-16 FAILURE TO MEET SPECIFICATIONS.

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

B-17 SAFEGUARDS.

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

B-18 STATE OR FEDERAL TAXES.

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

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

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

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

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

B-21 INVOICING AND PAYMENT.

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

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

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.

B-23 DURATION OF CONTRACT.

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting, delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

B-24 REDUCTION IN PRICES.

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies; not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

B-26 LAWS, PERMITS, AND REGULATIONS

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

SERVICES, LABOR & MATERIALS – IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY

B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

B-28 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

B-29 WARRANTY

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

DEPARTMENT OF PUBLIC WORKS- DIVISION OF
MOTOR VEHICLE MAINTENANCE SECTION C
SUPPLEMENTAL SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

Purchase of Specialty Tires, Tubes, Etc. and Related Equipment, Parts and Labor

Ordinance No. 131.64

GENERAL SPECIFICATIONS

C-1 Scope: The City of Cleveland is seeking to purchase tires and tubes of various types and sizes for the many vehicles and varied types of wheeled equipment in use throughout the city and county.

C-2 Awards: The contract will be awarded to the bidder(s) offering the lowest price(s) or greatest discount(s) and to be responsive and responsible, for each manufacturer (brand) bid. The city reserves the right to reject any and all bids and to accept or reject any parts of a bid as may be deemed to be in the best interest of the city.

C-3 Price Lists: Vendor must submit with the bid a copy of the most recent manufacturer's published net state government price list showing illustrations of tires and stock numbers. Vendor must submit with the bid all available literature for all tire lines from the manufacturer.

C-3 Authorized Distributor: Vendor's submitting bids must be authorized distributors of the brand or brands they propose to bid.

A distributor must submit with the bid a letter signed by a corporate officer or other person authorized to obligate the manufacturer, that the bidder is an authorized distributor.

C-4 Quality: All tires and tubes shall fully comply with the latest Federal Motor Vehicle Safety Specifications (FMVSS) that are in effect or may become effective during the period of this contract. All the tires and tubes must be of that quality the bidder would furnish as original equipment to manufacturer of equipment used by the City of Cleveland.

C-5 Warranty and Adjustments: The bidder/contractor shall warrant/guarantee all tires and replace free of charge any tire that does not deliver satisfactory performance due to a workmanship or material. The bidder shall submit a copy of the manufacturer's warranty.

C-6 Branding: Each tire shall be branded (except police pursuit tires) with a number consisting of from three (3) to six (6) digits, which will be furnished by the Division of Motor Vehicle Maintenance upon application. The digits shall be 5/8-inch-high and shall

The Awarded Contract, if any, shall be for a period of one (1) year with two (2) one-year renewal options

DEPARTMENT OF PUBLIC WORKS- DIVISION OF
MOTOR VEHICLE MAINTENANCE SECTION C
SUPPLEMENTAL SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

be applied with a shield which will insure uniform spacing and alignment, a uniform depth of burning of each character and which will positively limit the depth of the burning. The brand shall be applied close to the rim line and shall only be deep enough to produce an indelible number. The branding equipment shall be subject to the approval of the Division of Motor Vehicle Maintenance, management. The vendor is responsible for providing their own branding equipment.

C-7 Stock and Delivery: The contractor shall maintain a 30-day supply/stock of tires and tubes sufficient to meet the needs of the city at all times and shall upon notification, deliver any of the items contracted for to any point (garage/location) in Cuyahoga County without any additional charge for delivery. All prices quoted include delivery. Main delivery point usually is the Storeroom Bldg. (7) at 4150 E. 49th St. Cleveland, Ohio.

All tires must be delivered within one day after receipt of order (ARO). NO EXCEPTIONS other than if the vendor's manufacturer has production problems, which must be substantiated with a letter from the manufacturer immediately. Substitutions may be permitted ONLY by the sole discretion of the Division of Motor Vehicle Maintenance. Substitution must be of equal or better quality and at the same price. The city reserves the right to go outside the contract or to alternate vendor if problem is ongoing and if the problem(s) persist then contract may be subject to cancellation per the General Conditions set forth by Division of Purchasing and Supplies. Vendors must meet on a weekly basis with our stock clerk and review backorders, new orders problems and resolve all issues in a timely fashion. Vendors must familiarize themselves with our inventory needs.

C-8 Emergency Deliveries: In the event that an emergency situation should occur and the city needs overnight delivery by air or ground, the city will pay for this special delivery. Vendor must submit original copy of the invoice from the carrier along with the normal billing process.

C-8 The prices and discounts must remain firm through the duration of the contract period. No price increases will be permitted.

C-9 Any vendor/bid taking exception to any provisions may be considered unresponsive and may be rejected.

C-10 Invoicing: Delivery invoice shall accompany each order. Vendor must provide two (2) statements for billing purposes summarizing completed activity to the Division of Motor Vehicle Maintenance, 4150 E. 49th St., Cleveland Ohio 44105, by the fifth working day of the month.

The Awarded Contract, if any, shall be for a period of one (1) year with two (2) one-year renewal options

DEPARTMENT OF PUBLIC WORKS- DIVISION OF
MOTOR VEHICLE MAINTENANCE SECTION C
SUPPLEMENTAL SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

C-11 The effective date of the new contract will be the day following the expiration of the old (current) contract.

C-12 All rights and remedies provided in this contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to the City of Cleveland at law or in equity.

Farm Tires: (A3A) Deestone, Solid Deal, Carlisle, Primex or Titan Only:

Tires submitted for bid must be common regarded as first or second tier brand. Tires submitted must be accompanied by product literature describing features and applications. Written warranty policies must also be provided. Vendor will be required to provide specifically this brand to the City of Cleveland. All substitutions must be prior approved and at the cost of the standard tire bid. Prices must include pickup, delivery, and all applicable charges.

Price List Date: 09/19/2023

Must be manufacturer's latest published list.

Percent Discount from List: Net Book Included

New Tire Fee (per EPA): \$0.00

Cost to Mount/Remount Tires: \$26.50

Specialty & Industrial Tires: Deestone, Solid Deal, Carlisle, Primex or Titan Only:

Tires submitted for bid must be common regarded as first or second tier brand. Tires submitted must be accompanied by product literature describing features and applications. Written warranty policies must also be provided. Vendor will be required to provide specifically this brand to the City of Cleveland. All substitutions must be prior approved and at the cost of the standard tire bid. Prices must include pickup, delivery, and all applicable charges.

Price List Date: 09/19/2023

Must be manufacturer's latest published list.

The Awarded Contract, if any, shall be for a period of one (1) year with two (2) one-year renewal options

DEPARTMENT OF PUBLIC WORKS- DIVISION OF
MOTOR VEHICLE MAINTENANCE SECTION C
SUPPLEMENTAL SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

Percent Discount from List: <u>Net</u>	Book Included
New Tire Fee (per EPA): <u>\$0.00</u>	
Cost to Mount/Remount Tires: <u>\$26.50</u>	
<u>Solid & Press On Tires:</u>	
Tires submitted for bid must be common regarded as first or second tier brand. Tires submitted must be accompanied by product literature describing features and applications. Written warranty policies must also be provided. Vendor will be required to provide specifically this brand to the City of Cleveland. All substitutions must be prior approved and at the cost of the standard tire bid. Prices must include pickup, delivery, and all applicable charges. Bidder shall provide a labor or per tire charge required to build and assemble solid and press on tires Price List Date: <u>09/19/2023</u> Must be manufacturer's latest published list. Percent Discount from List: <u>cost + 10%</u> New Tire Fee (per EPA): <u>\$0.00</u> Per hour or per tire labor rate <u>\$125.00</u> Cost to Mount/Remount Tires: <u>cost + 10%</u>	
<u>OTR Tires (A2):</u>	
Tires submitted for bid must be common regarded as first or second tier brand. Tires submitted must be accompanied by product literature describing features and applications. Written warranty policies must also be provided. Vendor will be required to provide specifically this brand to the City of Cleveland. All substitutions must be prior approved and at the cost of the standard tire bid. Prices must include pickup, delivery, and all applicable charges.	

The Awarded Contract, if any, shall be for a period of one (1) year with two (2) one-year renewal options

DEPARTMENT OF PUBLIC WORKS- DIVISION OF
MOTOR VEHICLE MAINTENANCE SECTION C
SUPPLEMENTAL SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

Vendor shall supply pricing for the following OTR tire sizes and tread designs:

26.5-25 L5 Lug Minimum 26 ply

State Manufacturer/Brand Maxam
Price: \$5,400.00
Cost to Mount/Remount Tires: \$500.00

OTR Retreading:

Vendor shall supply retreading pricing for the following OTR tire sizes and tread design:

26.5-25 L5 Lug

State Brand Purcell Tire Retreading
Price: \$5,800.00

26.5-25 L5 Lug Foam Filled Assembly

State Brand Purcell Tire Retreading
Price: \$6,800.00
Per hour or per tire labor rate: \$105.00
Cost to Mount/Remount Tires: \$125.00

Tubes:

All tubes must be new with no repairs. Tubes must reflect proper size of tire on physical tube itself. Prices must include pickup, delivery, and all applicable charges.

Price List Date: Net Price Book included

Must be manufacturer's latest published list.

Percent Discount from List: Net

The Awarded Contract, if any, shall be for a period of one (1) year with two (2) one-year renewal options

DEPARTMENT OF PUBLIC WORKS- DIVISION OF
MOTOR VEHICLE MAINTENANCE SECTION C
SUPPLEMENTAL SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

Tire Fill:

Price shall include labor and materials, pick up and delivery. Pricing shall reflect the ability to fill tires of all sizes. An application guide must be provided to City of Cleveland to assess proper poundage per tire. Vendor's quotes for tire fill shall not fluctuate more than 10% from the application guide. Tires shall be ready to fill upon pick up from City of Cleveland. Warranty shall be the life of tire against material and workmanship.

Additionally, vendor shall have the capability, upon City of Cleveland request, to provide "on site" Polyurethane Foam Fill service. **No Exceptions**

Vendor shall offer a petroleum free tire fill. **No Exceptions**

Polyurethane Tire Fill price per pound: \$1.75

Petroleum Free Tire Fill price per pound: \$1.80

Wheel Reconditioning:

Electrostatic powder coating is acceptable. No wet spray or solvent-based refinishing will be permitted. Vendor's wheel reconditioning process must provide:

1. Traceability of wheels so City of Cleveland's own wheels are returned,
2. Shot blast down bare metal, including cleaning of entire gutter groove of blast media and old paint
3. Visual inspection for hairline cracks, valve hole erosion other out of service conditions.
4. Inspection of stud piloted wheels with industry accepted chamfer gauge
5. Zinc oxide primer coat
6. Minimum 5 mils of powder at final finish
7. Identification of City of Cleveland at final inspection and recondition date

Upon request, vendor shall allow a representative from the City of Cleveland to view the reconditioning process.

Wheel recondition price per wheel: \$35.00

State colors available to City of Cleveland: White, black, gray, red
orange, safety yellow/green

The Awarded Contract, if any, shall be for a period of one (1) year with two (2) one-year renewal options

DEPARTMENT OF PUBLIC WORKS- DIVISION OF
MOTOR VEHICLE MAINTENANCE SECTION C
SUPPLEMENTAL SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

Wheels:

Bidder shall provide pricing for the following Accu-Ride wheels:

Accu-Ride Only-No Exceptions

Dayton 7.50 x 22.5	Part# 30371-225PW	Price: <u>\$148.00 Import</u>
7.50 x 22.5 - 10 hole unimount	Part# 29001PW	Price: <u>\$171.76</u>
Dayton 8.25 x 22.5	Part# 30391-225PW	Price: <u>\$125.00 Import</u>
8.25 x 22.5 -10 hole unimount	Part# 50308PW	Price: <u>\$125.00</u>
Dayton 9.00 x 22.5	Part# 32052-225PW	Price: <u>\$240.00 Import</u>
9.00 x 22.5 – 10 hole unimount	Part# 29300PW	Price: <u>\$225.00</u>
9.00 x 22.5 - 10 hole Budd	Part# 28192PW	Price: <u>\$370.00 Import</u>
Dayton 12.25 x 22.5	Part# 31677PG	Price: <u>\$349.00 Import</u>
12.00 x 22.5 - 10 hole unimount	Part# 29805PW	Price: <u>\$375.00</u>
6.75 x 19.5 - 8 hole unimount	Part# 50180PW	Price: <u>\$157.03</u>
7.50 x 19.5 - 10 hole unimount	Part# 29195PW	Price: <u>\$230.00</u>
9.00 x 22.5 – 10 hole unimount steer only	Part# 29039PW	Price: <u>\$265.00</u>

Tire Supplies and Tools:

Vendor shall provide a price quote for the following list of tire tools, supplies and equipment

The Awarded Contract, if any, shall be for a period of one (1) year with two (2) one-year renewal options

DEPARTMENT OF PUBLIC WORKS- DIVISION OF
MOTOR VEHICLE MAINTENANCE SECTION C
SUPPLEMENTAL SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

See Attached List

Vendor shall indicate Product Line: Myers Tire Supply

Tire Equipment, Tools & Supplies						
Source-Myers Tire Supply						
Item	EST.QTY	PART#	DESCRIPTION	PAGE#	Unit Price	Extended Price
1	4	1357	½" DR X 22mm Deep Socket	75	\$12.75	\$51.00
2	4	1466	1" DR X 13/16" X 1 ¼" Budd Socket	76	\$53.00	\$212.00
3	2	16460	8OZ 12 PER CASE	143	\$17.00	\$34.00
4	50	23151	V 570 TRUCK VALVE	20	\$2.00	\$100.00
5	50	23152	V 571 TRUCK VALVE	20	\$3.50	\$175.00
6	50	23153	V-572 Tubeless Truck Valve	20	\$2.00	\$100.00
7	20	45121	TD-60 Markal White	156	\$9.00	\$180.00
8	10	45206	Marvel Air Tool Oil (Quart)	65	\$7.00	\$70.00
9	10	46056	OTR Tire Seal (5 Gallon Pail)	146	\$95.00	\$950.00
10	1	46637	TT-1952D Murphy's (40 Lb Pail)	90	\$37.50	\$37.50
11	2	50904	10 GAL CHEETAH	112	\$420.00	\$840.00
12	20	54839	SERVICE GAUGE	38	\$10.00	\$200.00
13	1	54840	AIR WATER TRACTOR GAUGE	39	\$15.00	\$15.00
14	1	54859	TAPERED DUALFOOT GAUGE	39	\$14.50	\$14.50
15	5	54860	X2-10SC Straight Truck Air Gauge	39	\$10.00	\$50.00
16	20	56454	Tread Depth Gauge	40	\$2.75	\$55.00
17	4	56459	AH-8909 Valve Tool	36	\$3.00	\$12.00
18	100	72765	5/8 STUD	81	\$2.00	\$200.00
19	100	72766	3/4 STUD	81	\$1.50	\$150.00
20	100	72767	BWP M-1102 Stud	81	\$2.00	\$200.00
21	100	72775	BWP M-3203 33mm Nut	81	\$2.50	\$250.00
			TOTAL			\$3,896.00

The Awarded Contract, if any, shall be for a period of one (1) year with two (2) one-year renewal options

CN 5/9/2023

DEPARTMENT OF PUBLIC WORKS- DIVISION OF
MOTOR VEHICLE MAINTENANCE SECTION C
SUPPLEMENTAL SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

The Awarded Contract, if any, shall be for a period of one (1) year with two (2) one-year
renewal options

CN 5/9/2023

**SUPPLEMENTAL
NOTICE TO BIDDERS**

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

B. (X) 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. (X) 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: Chris Campbell

Title: Senior Director CTSC

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



DIVISION OF PURCHASES & SUPPLIES

Subcontractors Notice

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

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

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

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



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

The Subcontractor Participation Goals for this contract are:

0% CSB Participation

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

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

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

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

Each Contract also shall contain the following equal opportunity clause:

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

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

CITY OF CLEVELAND BOND

PURCHASE CONTRACT

FORM B

Surety Bond No. 285073251

File No. 125-23

We, The Goodyear Tire & Rubber Company, as principal,
and Liberty Mutual Insurance Company, as surety, are held and bound to
the City of Cleveland in the penal sum of Fifty Two Thousand One Hundred Seventy Five Dollars and 00/100
dollars (\$ 52,175.00), for the payment of which well and truly to be made, we jointly and severally bind ourselves,
our heirs, executors, administrators, successors, and assigns by this bond.

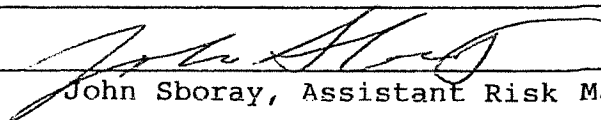
A condition of this obligation is that the principal did on February 8, 20 24, enter into the attached contract to
furnish and deliver to the City of Cleveland specified goods, wares, merchandise, or services, which contract is made a part
of this bond as if fully set forth in it:

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

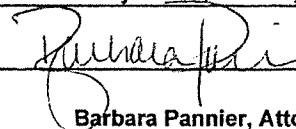
Any forbearance by the City of Cleveland toward the principal in respect to its neglect or failure to perform any of its
agreements or obligations under the contract shall not in any manner operate to release or discharge the surety from its
liability under this bond.

Signed this _____, 20____.

The Goodyear Tire & Rubber Company
Principal


John Sboray, Assistant Risk Manager

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116 Surety


Barbara Pannier, Attorney-In-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204826 - 8204826**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barbara Pannier; Catherine L. Geimer; Christina Baratti; Eric D. Sauer; Jennifer Williams; Salena Wood; Susan R. Schwartz; Thomas U. Krippene

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of November, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/14/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

LIBERTY MUTUAL INSURANCE COMPANY

of Massachusetts is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew-Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$69,850,735,943, liabilities in the amount of \$47,860,270,390, and surplus of at least \$21,990,465,553.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums.....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities.....	9,206,000,954
		Total.....	\$47,860,270,390
Other Admitted Assets.....	15,968,062,977	Special Surplus Funds	\$195,696,103
Total Admitted Assets	<u>\$69,850,735,943</u>	Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

TAMikolajewski

Assistant Secretary

I, Daniel T. Young, Secretary of The Goodyear Tire & Rubber Company, a corporation organized and existing under the laws of the State of Ohio, do hereby certify that the following is a full, true and correct copy of a delegation of authority dated July 1, 2023 signed by Richard J Kramer, Chairman of the Board, Chief Executive Officer and President, and attested by Daniel T. Young, Secretary of said corporation:

"Pursuant to authority vested in me by resolution adopted by the Board of Directors of The Goodyear Tire & Rubber Company (hereinafter referred to as the "Company"), on August 3, 1999, I hereby authorize the

Treasurer
Assistant Treasurer
Controller
Director Global Risk Management
Assistant Risk Manager

of the Company to execute for and on behalf and in the name of the Company, without attestation and without affixation of the corporate seal thereto:

1. **Surety Bonds in an amount not to exceed \$1,000,000.00;**
2. **Sworn Statements-Proof of Loss in an amount not to exceed \$1,500,000.00;**
3. **Subrogation Receipts in an amount not to exceed \$1,500,000.00;**
4. **Non-Waiver Agreements in an amount not to exceed \$1,500,000.00; and**
5. **Appeal Bonds in an amount not to exceed \$1,500,000.00**

issued by The Goodyear Tire & Rubber Company or any of its subsidiary companies.

In so doing, they are directed to observe such instructions as to prior approvals, including Law Department approval, and record keeping as shall have been prescribed by the executive officer of this Company having cognizance of the subject matter.

These documents shall be retained in the Risk Management Department.

This Delegation of Authority shall be in full force and effect from July 1, 2023 to and including June 30, 2025, unless theretofore revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official corporate seal of said Company to be affixed.

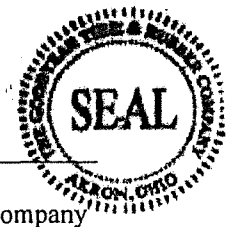
Attest: (s) Daniel T. Young
Secretary"

(s) Richard J Kramer
Chairman of the Board,
Chief Executive Officer and President
THE GOODYEAR TIRE & RUBBER COMPANY

And I further certify that the foregoing Delegation of Authority has been neither revoked nor modified and is in full force and effect at the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of said The Goodyear Tire & Rubber Company to be affixed this 16 day of November, 2023.

Daniel T. Young
Secretary
The Goodyear Tire & Rubber Company



Board of Control

Received 10/26/23

Approved 10/27/23

Adopted 11/01/23

[Signature]
Secretary

RESOLUTION No.

558-23

BY: Director Williams

REQUIREMENT CONTRACT

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

The Goodyear Tire & Rubber Company

for an estimated quantity of various specialty tires, tubes, etc. and related equipment parts and labor, all items,

for the Division Motor Vehicle Maintenance, Department of Public Works,

for a period of one (1) year beginning with the date of execution of a contract or the day following expiration of the currently effective contract for the goods and/or services, with two (2) one-year options to renew,

received on September 20, 2023 under the authority of Section No. 131.64 of the Codified Ordinances of Cleveland, Ohio, 1976,

which on the basis of the estimated quantity would amount to \$208,700.00 (Net), is affirmed and approved as the lowest and best bid, and the Director of Public Works is requested to enter into a REQUIREMENT contract for the goods and/or services specified.

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

Yeas: Mayor Bibb, Directors Griffin, Keane, Francis, Acting Director Laird, Director Margolius, Acting Director Dye, Director Hernandez, Acting Director Morales, Directors McNamara, Martin O'Toole

Nays: None

Absent: Directors Abonamah, McNair

§ 131.64 Shop Supplies and Equipment, Vehicle Maintenance Materials, Equipment, Services, and Supplies

(a) The Director of Public Works is authorized to enter into one (1) or more standard purchase or requirement contracts duly let to the lowest and best bidder after competitive bidding for vehicle maintenance materials, equipment, services, and supplies that the Director of Public Works considers necessary to the operation of the Division of Motor Vehicle Maintenance, including but not limited to: shop supplies and shop equipment, vehicle parts and equipment, lubricants, fluids, tires, tubes, tire recapping, vehicle and equipment batteries, remanufactured power trains or sections, generators, generator parts, and labor, materials, and installation, if necessary, to repair or maintain existing equipment. Any purchase made under this section shall be made by the Commissioner of Purchases and Supplies and paid from the annual appropriations made for this purpose.

(b) That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Public Works may sign all documents that are necessary to make the purchases, and may enter into one (1) or more contracts with the vendors selected through that cooperative process.

(Ord. No. 1330-A-10. Passed 12-6-10, eff. 12-6-10)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/15/2023

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT
NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
The Goodyear Tire & Rubber Co.
200 Innovation Way
Attn: Risk Management Dept.
Akron OH 44316-0001 USA

INSURER A: Travelers Property Cas Co of America 25674
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570102721057

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			TC2JCAP-117D4194-TIL-23	02/01/2023	02/01/2024	
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					\$1,000,000
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE
	DED	RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT
							E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT

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

RE: Bid File No. 125-23.

Named Insured is Self-Insured for General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Cleveland, Ohio
Division of Purchases and Supplies
601 Lakeside Ave., Room 128
Cleveland OH 44114 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

570102721057

Certificate No :



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2023

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

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

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: CMeCertProduction@LibertyMutual.com INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Corporation INSURER B: Liberty Mutual Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Goodyear Tire & Rubber Company 200 Innovation Way Akron OH 44316-0001	NAIC # 42404 23035

COVERAGES

CERTIFICATE NUMBER: 77190879

REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSO	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTIONS						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-C8D-004151-053 (All State Except OH, ND, WA, WY) WC7-C81-004151-103 (MN) WC7-C81-004151-063 (WI)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Excess Workers Comp & Employers Liability (self-insured locations)			EW2-68N-004151-073 (KS, OK) EW2-68N-004151-213 (OH)	1/1/2023 1/1/2023	1/1/2024 1/1/2024	WC-Statutory EL-\$1,000,000 SIR KS - \$300,000 SIR AL, OH, OK - \$5,000,000

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

RE: Bid File No. 125-23.

CERTIFICATE HOLDER

City of Cleveland
601 Lakeside Avenue
Cleveland OH 44114

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Abby Nolan

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ACORD 25 (2016/03)

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CONTRACT NO. MA 1000 RC 2024-06

THE CITY OF CLEVELAND
WITH

The Goodyear Tire & Rubber Company

200 Innovation Way, Akron, Oh 44316, ,

FOR

for an estimated quantity of various specialty tires, tubes, etc. and related equipment parts and labor, all items, for the Division of Motor Vehicle Maintenance, Department of Public Works, for a period of one (1) year beginning with the date of execution of a contract or the day following expiration of the currently effective contract for the goods and/or services, with two (2) one-year options to renew

The Approximate cost is _____	\$	208,000.00
Requisition Number _____	\$	0.00
Requisition Number _____	\$	0.00
Total _____	\$	0.00

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

Mark Griffin

DIRECTOR OF LAW

Lillian M. Hall

ASSISTANT DIRECTOR OF LAW

February 8, 2024

File No. 125-23

ORIGINAL

CERTIFICATION

The sum of

\$ 0.00

required for this contract was on _____

February 5, 2024 and is, at this date, in

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

7015 70.300 Fund and not

appropriated for any other purpose.

[Signature]
Director of Finance

Date

[Signature]
Commissioner of Accounts

Date

Entered by:

[Signature] 1-29-24
Appropriation Clerk

Indexed by:

[Signature]
Accountant

February 5, 2024
Date

Date: 7/2/2026
Time: 10:00 AM

City of Cleveland
Department of Public Works
Division of Motor Vehicle Maintenance
Pre-bid meeting sign-in sheet

File No. 63-26

Bid: Purchase of Specialty Tires, Tubes, etc. and Related Equipment P&L

	Printed Name	Signature	Representing	Telephone Number	Fax Number/Email
1	Michael Robinson		City of Cleveland	216-420-8103	mrobinson2@clevelandohio.gov
2	Carrie Novak	<i>Carrie Novak</i>	City of Cleveland	216-420-8133	cnovak@clevelandohio.gov
3	CHRIS PRICE	<i>Christopher A Price</i>	Smiley Tire	419-288-8729	Chris@smileytire.com
4	Mark Ogrizek	<i>Mark Ogrizek</i>	BSTC	234 788 5448	MOgrizek@bbsumareltire.com CC
5	TIM LIETOLD	<i>Tim Lietold</i>	BSTC	440-759-0622	TLIETOLD@BBSUMARELTIRE.COM M
6					
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