BID ADVERTISEMENT FOR THE WEEKS OF

November 11, 2026 & November 18, 2026

BID OPENS – THURSDAY, DECEMBER 10, 2026

FILE NO. 128-26 Purchase of Lubricants Re-Bid
FOR THE DIVISION OF WATER FOR THE DEPARTMENT OF PUBLIC UTILITIES, AS AUTHORIZED BY ORDINANCE 181.101(8). PASSED JUNE 2, 2008.

There will be a NON-MANDATORY Pre-Bid Meeting, Friday, November 20, 2026 at 11:00 a.m. Via Microsoft Teams. To call into meeting, dial in 1-929-352-1743, Access Code 292 885 968#.

Note: Bid must be delivered to the Office of the Commissioner of Purchases and Supplies, Cleveland City Hall, 601 Lakeside Avenue, Room 128, Cleveland, Ohio 44114 before 12 o'clock noon (Eastern Time).

CITY OF CLEVELAND, OHIO

DEPARTMENT OF FINANCE

DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

INVITATION TO BID AND FORMAL BID PACKAGE
TABLE OF CONTENTS

ITEMS	***SEQUENCE ORDER NUMBER***
Authorizing Ordinance	1
Bidder's Checklist	2
Instructions to Bidders (Part A)	3
W-9 Form	4
Vendor Information Form	5
Bidder's Affidavit	6
Bid Bond	7
Bid Form	8
Bid Schedule of Items (Price Sheets)	9
General Conditions (Part B)	10
Specifications/Description of Products and/or Secvices (Supplemental Sections C, D, etc.)	11
Nothern Ireland Form	12
Prevailing Wage, Davis Beacon or Living Wage (If applicable)	13
Fannie M. Lewis, Chapter 188 (If applicable)	14
Office of Equal Opportunitay Notice to Bidders, Chapter 187	15
Office of Equal Opportunity Clause	16
OEO Participation Form	17
OEO Schedules Checklist	18
OEO Schedules 1- 4	19
Subcontracting Participation or Waiver Form	20
OEO Submission Schedule	21

CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall, Room 128
Cleveland, Ohio 44114
216-664-2620

§ 181.101 Purchase or Rental of Commodities, Goods, and Services

(a) The Director of Finance, or other appropriate director, is authorized to enter into one (1) or more standard or requirement contracts for purchase or rental agreements or leases with or without an option to purchase, when the Director of Finance determines they are financially advantageous, duly let to the lowest and best bidder following the procedures stated in Section 181.10, for the following commodities, goods, or services that are required for the usual daily operation of the various departments of the City, provided that the estimated amount per contract year on any individual contract shall not exceed two hundred fifty thousand dollars ($250,000.00):

(1) Except when a public improvement, building construction materials including, but not limited to, bricks, ready-mix concrete, dry wall, lumber, paint, and roofing;

(2) Except when a public improvement, building maintenance and repair including, but not limited to, parts and services for doors, elevators, HVAC, mechanical systems, roofs, and windows;

(3) Except when a public improvement, road, sidewalk, and sewer repair and replacement materials, supplies, and services, including but not limited to, tack coat, manhole risers, crack sealing material, emulsion, cold mix, guard rail supplies, liquid de-icer, salt inserts, traffic control devices, quicklime, and disposal of materials;

(4) Construction equipment, without operators, including, but not limited to, earth, snow, and debris moving and removal, and materials, supplies, parts, and repair and maintenance services for them;

(5) Cleaning and janitorial maintenance equipment, services, and supplies including, but not limited to, chemicals including pool chemicals, odor control, paper products, and pest control;

(6) Educational and photographic equipment, supplies, parts, and maintenance and repair services for them;

(7) Electrical supplies including, but not limited to, batteries, fixtures, lighting, and wiring;

(8) Fuels and lubricants including, but not limited to, diesel, gasoline, natural gas, grease, and oil, and delivery of them;

(9) Food and beverages for facility-user consumption at Camp Forbes, and for resale at Highland and Seneca Golf Courses;

(10) Hardware including, but not limited to, handheld tools and fasteners;

(11) Industrial gases including, but not limited to, acetylene, argon, nitrogen, and oxygen;

(12) Laboratory and testing equipment and lab supplies and services;

(13) Except when a public improvement, landscaping equipment, materials, supplies, parts, and repair and maintenance services, and supplies including, but not limited to, indoor and outdoor plants, grounds, and trees materials and maintenance and repair of any of them, and plant rentals;

(14) Medical equipment, materials, and supplies including, but not limited to, first-responder/first-aid supplies, and pharmaceuticals;

(15) Mail, messenger, and moving services;

(16) Office supplies, furniture, and equipment including, but not limited to, computers, computer peripherals and appurtenances, office machines, copiers, printers, and printing and mailing equipment, and materials, supplies, parts, and repair and maintenance services for any of them;

(17) Paper products including, but not limited to, fine papers, printing media, envelopes, and printed forms;

(18) Plumbing equipment, materials, supplies, and parts including, but not limited to, pipe, fittings, and fixtures;

(19) Power tools, portable powered machines, electric motors, pumps, powered appliances, and milling and tapping machines, including materials, supplies, parts, and maintenance and repair services for any of them;

(20) Program promotional items including, but not limited to, advertising specialties, caps, and printed T-shirts;

(21) Property protection equipment, materials, supplies, parts, and repair and maintenance services, including, but not limited to, fire extinguisher and fire suppression equipment and testing, locksmith services and supplies, property and casualty insurance covering City property and buildings, and security services;

(22) Records management systems and services including, but not limited to, microfilm, microfiche, and compact disc (CD) copying, file storage, data entry, and shredding;

(23) Recreation and sports equipment;

(24) Snow and ice removal services;

(25) Uniforms, work clothing, laundry, towel, and linen service, and supplies; and

(26) Vehicle maintenance and repair equipment, materials, supplies, parts, and services.

Any purchase under this section shall be made by the Commissioner of Purchases and Supplies and paid from the annual appropriations made for such purpose.

(b) That under Section 108(b) of the Charter, the purchases authorized by this section may be made through cooperative agreements with other governmental agencies. The Director of Finance 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. 1115-18. Passed 10-15-18, eff. 10-17-18)

City of Cleveland

DEPARTMENT OF FINANCE
PAUL C. BARRETT
DIRECTOR

DIVISION OF PURCHASES AND SUPPLIES
TIFFANY JOHNSON
COMMISSIONER

BIDDER'S CHECK LIST

The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

____ 1. Is (are) the bid page(s) completed as required **and** signed in the upper right-hand corner?
____ 2. Are all prices (whether Unit, or Gross and extensions) clearly and accurately presented?
____ 3. Is the delivery time stated? Is the payment discount given?

B. Bid Bond

____ 1. Is the bond made out in the names of and signed by both the principal **and** surety?
____ 2. Is the bond amount sufficient for the amount of the bid?
____ 3. Is there a power of attorney attached to the bond?

C. Bid Check (if submitted in lieu of Bid Bond)

____ 1. Is the check in an amount sufficient for the amount of the bid?
____ 2. Is the check either properly certified or a cashier's check?
____ 3. Is the Check made payable to: THE CITY OF CLEVELAND?

D. Bid Form (not to be confused with the Bid Bond)

____ 1. Is all the required information given?
____ 2. Is the form signed?

E. Affidavit

____ 1. Does the affidavit contain all the information required ON BOTH SIDES?
____ 2. Is it properly Signed? Is it properly notarized by a Notary Public?

F. Contract Compliance Certifications for Bid Consideration

____ 1. Do you have questions about a contract compliance certification number or a CSB/ minority/female business enterprise certification number, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
____ 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?
____ 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therein?
____ 4. Did you read and complete OEO Schedules 1-4? Did you include signed Schedule 3's from all certified subcontractors?

G. Bid Envelope

____ 1. Is the envelope identified with the correct title of the bid and the due date?
____ 2. Is the envelope securely sealed?

H. Performance Bond

____ 1. Will you be able to furnish the required Performance Bond referred to in paragraph A-8 of INSTRUCTIONS TO BIDDERS, and/or in paragraph B-8 of General Conditions?
____ 2. Notice: A certified or cashier's check **is not acceptable in lieu of a Performance Bond!**

I. **Federal Tax ID Form**

____ 1. Is all the required information given?

____ 2. Is the form signed?

J. **Northern Ireland Fair Employment Practices Disclosure**

____ 1. Is all the required information given?

____ 2. Is the form signed?

K. **Project Plan**

____ 1. Is all the required information given?

L. **Contractor Qualifications**

____ 1. Is all the required information given if requested?

M. **Additional Information:**

____ 1. **Wage Theft and Payroll Fraud Disclosure**
Is the form signed and returned?

____ 2. **Project Labor Agreement (If included in the invitation to bid)**

Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, please review your bid carefully to verify that you have accurately and completely supplied all such data. Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications

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. <u>This affidavit must be on the form which is hereto attached.</u>

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 <u>ONLY</u> 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 **<u>GENERAL CONDITIONS,</u>** 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.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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**

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

VENDOR INFORMATION FORM

Please fill in:

Business Name_____

IRS Reporting Name_____

Business Address_____

City_____ State_____ Zip_____

Telephone ( )_____ Extension_____

Toll Free Number 800_____

Vendor Fax Number_____

Vendor Email Address_____

Ordering Address_____

City_____ State_____ Zip_____

Telephone ( )_____ Extension_____

Remit Address_____

City_____ State_____ Zip_____

Telephone ( )_____ Extension_____

Contact Person: (Ordering)_____

Remit_____

PLEASE INCLUDE THE ABOVE INFORMATION

WHEN SUBMITTING YOUR BID OR PROPOSAL

NOTE: Section 181.23 and Section 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 _____
COUNTY OF_____ } SS

AFFIDAVIT

_____being first duly sworn deposes and says:

Individual only: That he/she is an individual doing business under the name of_____, at _____ _____, 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 _____ _____ of _____ _____, a corporation organized and existing under the laws of the State of _____
And that he/she 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 the names and addresses of the members of said partnership:
_____
_____
_____
Affiant further says that said partnership is represented by the following attorneys:_____
and is also represent by the following resident agents in the City of Cleveland:_____
_____

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:
President: Directors:
Vice President:
Secretary:
Treasurer:
Cleveland Manager or Agent
Attorneys:
And that the following officers are duly authorized to execute contracts on behalf of said corporation:

_____
_____
_____

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 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 aid bidder has not, directly or indirectly, submitted his bid price or any break-down 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

_____
(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) ⟹ _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

_____
Notary Public

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

_____

as Principal, and

_____

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of _____

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this_____ day of _____, 20_____.

WHEREAS, the said principal is herewith submitting bid for

_____

_____

_____

_____

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL _____ _____

BY: _____ _____

TITLE _____ By_____
Attorney in Fact

CITY OF CLEVELAND

BID FORM

☐ **STANDARD CONTRACT BID**
● **REQUIREMENT CONTRACT BID**

TO:
The Commissioner of Purchases and Supplies:

BID FOR Purchase of Lubricants - Rebid

FOR THE Department of Public Utilities

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 $ _____

or a cashier's check or certified check on a solvent bank in the sum of $ _____ 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 total price bid and in conformity with the provisions of The Codified Ordinance 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, 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 MUST BE SIGNED IN SPACE INDICATED. ERASURES MAY INVALIDATE THIS BID.

If the bidder is a firm or corporation, the title of the officer signing and the State in which Incorporated must be indicated.

_____
SIGN HERE *CORPORATION OR FIRM*

BY _____

_____
TITLE OF OFFICER

_____
BUSINESS ADDRESS OF BIDDER

_____
STATE OF INCORPORATION

BID - SCHEDULE OF ITEMS
City of Cleveland
Division of Purchases And Supplies
128 City Hall
Cleveland, Ohio 44114

BID PAGE 1
BIDDER MUST COMPLETE & SIGN BELOW
NAME OF FIRM
STREET ADDRESS
CITY STATE ZIPCODE
AUTHORIZED SIGNATURE
DATE

TITLE OF BID

Purchase of Lubricants - Rebid

ORDINANCE NO.	PASSED	EFFECTIVE
181-101	10-15-18	10-17-18

DEPARTMENT:	DIVISIONS:
Public Utilities	**CWD (Cleveland Division of Water), WPC (Water Pollution Control), and CPP (Cleveland Public Power)**

BUYER: Jules Gilliam
jgilliam@clevelandohio.gov and
purchasing@clevelandohio.gov fax: 216-664-2177

BID OPENING DATE		Standard Contract Bid
Per Advertisement	X	Requirement Contract Bid

	APPROXIMATE QUANTITY	UNIT PRICE	EXTENSION
1.01 Industrial Premium Diesel Engine Oil in the estimated amount of ten thousand dollars ($10,000.00) as per section D-1 and D-2	$10,000.00 (Allowance)	(-/+) (% Mark-up/Discount)	$
1.02 Synthetic Lubricants in the estimated amount of forty thousand dollars ($40,000.00) as per sections in D-3 to D-40	$40,000.00 (Allowance)	(-/+) (% Mark-up/Discount)	$
1.03 Food Grade Lubricants in the estimated amount of twenty thousand dollars ($20,000.00) as per sections D-14 and D-38	$20,000.00 (Allowance)	(-/+) (% Mark-up/Discount)	$
1.05 Antifreeze Green, Red and Gold 50/50 as per sections D-21 to D-22 amount of six thousand dollars ($6,000.00)	$6,000.00 Allowance	(-/+) (%Mark-Up/Discount)	$
1.06 Mineral Spirits per section D-13, and Kerosene K1 as per section D-19 in the estimated amount of three thousand dollars ($3,000.00)	$3,000.00 Allowance	(-/+) (%Mark-Up/Discount)	$
1.07 Dark Metalworking Cutting Fluid in the estimated amount of three thousand ($3,000.00) as per section D-20	$3,000.00 Allowance	(-/+) (%Mark-Up/Discount)	$
1.08 Allowance for additional lubricants and fluids not listed in the estimated amount of twenty eight thousand dollars ($28,000.00) as per section D-41	$28,000.00 (Allowance)	(-/+) (%Mark-Up/Discount)	$
		TOTAL:	

The contract, if any, shall be for a period of two years. All quantities are approximates. The contract value for two (2) years shall not exceed $250,000.00 per year.

DELIVERY (Days)

PAYMENT DISCOUNT

% Days

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND TOGETHER, WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE THE BID MAY BE CONSIDERED INFORMAL.

FOR PURCHASING USE ONLY

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. 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. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of $500,000.00 or less, except that standard purchase and requirements 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. No performance bond is required for any contract awarded pursuant to this Invitation to Bid in an amount of $500,000.00 or less. Any contract over $500,000.00 will require a Performance Bond for 50% of the contract amount.

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 form 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 an 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 failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to ;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
  - Date that work was performed / material delivered,
  - Location for each item of service performed / material delivered,
  - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
  - Quantity of items being invoiced under each Line Item,
  - Unit Cost of each Line Item,
  - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-6000646. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

B-22 EQUAL OPPORTUNITY.

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

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

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

B-30 OHIO CAMPAIGN FINANCE LAW

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

B-31 TITLE 48 C.F.R. ETC:

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at http://www.epls.gov/

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES
SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

PURCHASE OF LUBRICANTS - Rebid

C-1 SCOPE

This document provides specifications for a requirement contract for the purchase of assorted lubricants that the Department of Public Utilities (DPU); Division of Water Pollution Control (WPC), Division of Water (CWD) and Cleveland Public Power (CPP) requires to maintain equipment and vehicles.

Appendix A is a partial list of delivery locations. Other locations may be added when necessary.

DPU intends to enter into one (1) contract for all items listed on the Bid–Schedule of Items pages after a thorough evaluation of the submitted bids. The term of the contract awarded, if any, will be for a period of two (2) years. Failure to bid on all items will cause your bid to be deemed non-responsive.

C-2 CITY FORMS

Failure to submit the following City forms properly **will** cause your bid to be non-responsive.

A. Bid Bond
   1. Use the City's Bid Bond form.
   2. Follow the instructions in Part B and C of the Bidder's Check List completely.
   3. A bid bond is not required if your total bid is $50,000.00 or less.

B. Bid Form
   1. Indicate whether you are submitting a bid bond or a cashier's check/certified check in the amount of at least 5% of your bid total.
   2. The information at the bottom of the page must be filled out completely and signed by an officer of the corporation or firm.

C. Affidavit
   1. The first three (3) lines of the affidavit must be filled out stating the state, county, and name of the person being sworn.
   2. The state on page one (1) must be the same state as the notary's commission stamp that appears at the bottom of page two (2).
   3. The date their commission expires must be displayed by the Notary at the bottom of page two (2).
   4. Be sure that the proper lines are used on page two (2) for signing for the person that is being sworn.
   5. Fill out all necessary information on the affidavit.

D. Wage Theft and Payroll Fraud Disclosure
   1. If any adverse determinations have been made please attach.
   2. Sign at the bottom of page two (2).

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES
SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

PURCHASE OF LUBRICANTS - Rebid

Any forms that are included in the bid package should be filled out completely, signed where necessary and returned.

C-3 PRE-BID MEETING/LAST DAY FOR QUESTIONS

A. A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting could affect your bid. By City policy, this is the only opportunity for potential bidders to speak directly with the City personnel prior to award of the Contract. Attendance at the pre-bid meeting is non-mandatory.

B. The last day for questions is seven (7) business days before the bid opening date. All questions should be submitted in writing to the buyer's attention, Jules Gilliam, by email, jgilliam@clevelandohio.gov and purchasing@clevelandohio.gov or by fax 216-664-2275.

C-4 GENERAL BIDDER QUALIFICATIONS

The bidder shall be a distributor performing storage and sales of lubricants. The bidder shall submit published documentation, such as business sales brochures, that demonstrate: (1) that the bidder has physical capacity and material handling equipment to safely transport and deliver lubricants to the required locations, and (2) that the bidder meets the requirements set forth in this specification.

DPU reserves the right to inspect the bidder's physical facilities to determine if the bidder's physical facilities meet minimum qualifications.

The bidder shall have at a minimum, a warehouse or distribution center, within 150 miles of Cleveland, Ohio. No substitutions or exceptions.

C-5 SCHEDULING OF LUBRICANTS

DPU, by the nature of its responsibility to provide electric power, sewerage collection and potable water to the public, shall establish delivery schedules in conformance with operating conditions in its facilities. Due consideration for scheduling of lubricant deliveries shall be given to the vendor, however DPU reserves the right to adjust, at any time, any and all scheduling of lubricant deliveries.

Final delivery schedule will be determined between the successful bidder and DPU personnel.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES
SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

PURCHASE OF LUBRICANTS - Rebid

C-6 DELIVERY (Supplemental to General Conditions Section B-14)

All lubricant deliveries shall be in commercially approved transport trucks to the location noted on the Delivery Order (DO). Deliveries of lubricants must be made no later than four (4) business days after receiving a DO from DPU.

The bidder shall provide with delivery the following: a copy of technical data (Product Information Sheets) and a copy of the corresponding Safety Data Sheet for each of the items being delivered.

All prices must include delivery to the various locations of DPU (Cleveland Public Power, Water Pollution Control and Division of Water) without additional charge for delivery and without state or federal tax as the city is exempt.

Non-emergency delivery shall be by your company owned vehicle or by US DOT or Ohio DOT licensed common carrier. Delivery shall be between the hours of 7:00 am and 4:00 pm on workdays unless other prior arrangements have been made.

C–7 QUOTES AND PRICING

The bid price shall be the cost of lubricants delivered in the specified containers. Locations listed in Appendix A are subject to change and may be added or deleted throughout the course of a year. Frequency is subject to change depending upon need.

The items to bid shall be as specified in Section D–Technical Specifications. Estimated quantities/allowances are listed in the Bid-Schedule of Items pages.

A. Bidders shall propose a discount from retail price, or mark-up from vendor cost, for all items. The discounts and/or mark-ups will apply to all items as indicated on the Bid – Schedule of Items page.

   For example, if a contractor will offer the city a 20% discount on items, the multiplier (unit price) would be equal to .80 (100% - 20% = 80% or .80).
   If a vendor offers the city a 20% mark-up on all items, the multiplier (unit price) will equal to 1.20 (100% + 20% = 120% or 1.20).

B. The quote shall reflect catalog pricing, any discounts and/or mark-ups. A copy of the price list must be submitted with quotation for verification of pricing, discounts and/or mark-ups.

C. Actual items delivered to the City shall be invoiced showing the price received from the quotation, times the vendor's proposed discounts and/or mark-ups, with a copy of the price list from which pricing is derived.

D. Miscellaneous Line-Item Allotments

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES
SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

PURCHASE OF LUBRICANTS - Rebid

1. This bid contains allocations to purchase items not specifically listed after each bid group. A written estimate must be submitted to DPU personnel for approval of the material and pricing before the line item is utilized by the awarded bidder.

C-8 MATERIAL COSTS

DISCOUNT FROM INVOICE COST

For those situations when various lubricants are needed, a catalog or price list is not applicable, and only an invoice cost to the contractor is available, the lubricant must be quoted less the discount percentage, with a screen shot of the price page attached to the quotation, and to the invoice when presented for payment.

MARK-UP FROM INVOICE COST

For those situations when various lubricants are needed, a catalog or price list is not applicable, and only an invoice cost to the contractor is available, a mark-up will be allowed. The contractor will be required in those instances to document in writing why a catalog or price list is not applicable. A quote will be required from the contractor.

C-9 DOCUMENTATION TO BE SUBMITTED WITH THE BID

A. References: The bidder is required to submit with his/her bid a list of at least three (3) jobs wherein lubricants were provided. This list shall include the name of the organization employing the bidder, address, telephone number and the name of the principal engineer (or project manager) receiving reports. Naming City of Cleveland (City), DPU personnel shall not constitute references.

This list will be used to determine if the bidder is a lubricants vendor. DPU reserves the right to reject bids based upon inadequate documentation of the experience of the bidder.

B. Technical Data and Safety Data Sheets

The bidder shall provide with the bid documents the following: a copy of their technical data (Product Information Sheets) and a copy of the corresponding Safety Data Sheet for each of the items bid and the name(s) of their manufacturer(s).

Failure to submit any of the documentation requested may make your bid non-responsive. If not provided as part of the bid response, the bidder must provide said documentation within seven (7) calendar days after request/notification to do so.

C-10 SECURITY

To ensure the safety and security of the power, sewer and water systems, DPU requires that the winning bidder provide: (1) documentation demonstrating that the bidder has exercised due diligence in performing pre-employment personnel background checks that include, but are

not limited to, Immigration and Naturalization Service Employment Status, Criminal Background Records Examination, Work Record Verification, Education Record Verification, Bureau of Motor Vehicle Record Verification; and (2) will fax or email information to verify the identity of driver and employees, as well as the license plate and make of the vehicle that will be used to enter DPU facilities, to the various locations when required.

C-11 SUBCONTRACTORS

If the bidder chooses to use subcontractors, the same documentation and requirements that are required by the vendor will be applied to any and all subcontractors. The vendor will be solely responsible to DPU for all subcontractors, including for security. The bidder shall submit a list of subcontractors with the bid, as part of the OEO documentation.

C-12 RELEASE ORDERS

All requirements under the contract shall be initiated with a release order form based upon a current valid delivery order from the various divisions. The signed form authorizes all requests made under this contract. An example of this form is shown in Appendix B.

C-13 INVOICING AND PAYMENT

Payment shall be made upon the furnishing of the Lubricants upon receiving the materials.
The City shall pay vendor for all materials received under this contract at the discount or material mark-up percentages indicated on the Bid - Schedule of Items page. It should also be noted that CWD will not assume, or pay for, material handling, cartage fees or taxes. Bidder assumes this liability solely. No separate delivery charges shall be considered or paid, except for emergency situations.

Vendors must provide copies of manufacturers' list prices to verify discount. This documentation must be submitted with all invoices.

Vendor must submit separate invoices for each division. The original invoice must be mailed to the "Bill To" address on the Delivery Order, which is the following: Department of Public Utilities, Payables Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, Ohio 44114 or payables_unit@clevelandwater.com.

The vendor shall submit requests for payment in writing to the Director or his/her designee for approval. The failure to deliver reports will be sufficient reason to withhold payments. The vendor is to invoice with the following required information: (1) vendor name, (2) vendor address, (3) vendor telephone number, (4) City Delivery Order (DO) number authorizing the invoiced material/service AND, if applicable, City contract number, (5) vendor invoice number, which is a unique number, (6) invoice date, (7) invoice due date, (8) DPU "ship to" address, (9) itemized costs including item descriptions, quantities, unit costs, cost extensions (and, if against a contract, Schedule of Items (SOI) references), and copies of quotations with backup, (10) total invoiced amount, and (11) itemization of any applicable discounts and/or mark-ups (stipulated through the contract). Sales tax shall not be included; the City is exempt.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES
SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

PURCHASE OF LUBRICANTS - Rebid

C-14 PUBLIC LIABILITY, PROPERTY DAMAGE AND VEHICLE INSURANCE

A. The vendor shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City is named as an additional insured, as shall protect himself, any subcontractor and the City from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations are by himself, or by any subcontractor, or by anyone employed by him. An exact copy of such policy, rider or policies shall be deposited with the City before the commencement of any work under this contract. The amounts of such insurance shall be as follows.

B. Public Liability Insurance: In an amount not less than $500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000.00 on account of one occurrence involving injury to more than one person, and property damage insurance in an amount not less that $200,000.00.

C. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required or by separate policies of insurance in amount as follows:

1. Public liability insurance to cover each vehicle used in the performance of the contract in an amount not less than $500,000.00 on account of injury or death of one person and not less than $1,000,000.00 on account of injury or death of two or more persons.

2. Property damage liability insurance to cover each vehicle used in the performance of the contact in an amount not less than $200,000.00 in any occurrence.

D. The policy shall contain the following special provisions: The company agrees that ten (10) days prior to the cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be mailed to the City of Cleveland. If the insurance company(ies) cannot or will not provide such notice, then the vendor shall notify the Director of Law, in writing, at least thirty (30) days before it cancels or reduces any insurance required above, and immediately upon receiving notice of any cancellation or reduction of the insurance by an insurance company.

E. The vendor shall provide Ohio Workers Compensation Insurance as needed to protect his/her work force.

PURCHASE OF LUBRICANTS - Rebid

C-15 EVALUATION OF BIDS

DPU will accept the lowest and best overall bid for all items called out in the specification. DPU has estimated the quantity of lubricants required; however, DPU will not guarantee the quantity or total dollar amount. The bidder shall enter the appropriate totals on the Bid - Schedule of Items pages. All items must be bid as there will be one contract awarded. The lubricants will be awarded for a two (2) year period.

If a bidder provides a discount or mark-up percentage range, DPU will evaluate it to the lowest percentage. For example: a bidder provides a discount range or 5% to 10%. DPU will use 5% for evaluation purposes.

DPU may reject bids for improper submittal of documentation, incomplete submittal of documentation, and/or unsubstantiated information within the submittal.

C-16 MATHEMATICAL ERRORS

A. If a bidder makes any mathematical errors in the bid sheets such that some or all the bid numbers are mathematically inconsistent with each other, the City shall correct such errors as follows. The lowest level values or unit prices shall be deemed as indicating the bidder's true intent and shall be accepted as correct. All further calculations shall then be corrected, and these corrected values shall be cascaded throughout the entire set of bid sheets, potentially affecting the bidder's final bid price. Calculations subject to such correction include, but are not limited to:

    1. The multiplication of unit price times quantity to arrive at the extension cost.
    2. Summing of individual line items into totals or subtotals.
    3. The multiplication of any subtotals or other values by contingency percentages or other factors, if a contingency applies.
    4. The transferring of subtotals or values from one sheet to another.

B. If the correction of any errors has an effect on the award of the contract, only the directly affected bidders will be notified in writing of the corrections and their effects.

C-17 NOTICE TO PROCEED

The language anywhere else in this contract, notwithstanding, the term of this contract shall begin when DPU issues a Notice to Proceed to the vendor and shall last for up to two years. At the City's discretion, the City may shorten the term of this contract to as much as two (2) weeks less than two (2) full years, in order to accomplish an orderly inventory of material.

The Notice to Proceed shall not be issued until the contract has been fully executed and delivered to all parties, and not until all of the vendor's subcontractors with its CSB subcontractors have been approved by the City's Equal Opportunity Office. Once the bidder has

been selected and approved by the City's Board of Control, the recommended bidder shall diligently pursue the timely completion, submittal and approval of its CSB subcontracts.

C-18 OEO PARTICIPATION GOALS (Supplemental to A-17, A-18, and B-22)

Under Chapter 187.13C of the Codified Ordinances, the OEO participation goal for this requirement contract has been waived. Schedules 1-4 are not required.

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A-19(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 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://cleveland.diversitycompliance.com. On the website, click on CSB/MBE/FBE Registry.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

(D) Lubricants for Maintenance Program for locations listed in Appendix A

The following lubricants shall be provided for the maintenance programs for off-road equipment in the various facilities of the Department of Public Utilities.

D-1 Premium Diesel Engine Oil - Multigrade 10W-30

The Multigrade Premium Diesel Engine Oil, SAE 10W-30 GRADE, shall meet or exceed the following industry and builder specifications:

(a) Industry and Builder Approvals:
American Petroleum Institute Specifications: CI-4, CH4, CG-4, CF-4, CF, SL, SJ
Caterpillar Specification: ECF-1
Mack Specification: EO-M Plus
Cunnings Specification: CES 20078/20076
Volvo Specification: VDS-2

(b) Typical Properties

Society of Automotive Engineers Grade	10W-30
Viscosity, ASTM D 445	
Centistokes at 40 °C	76
Centistokes at 100 °C	11.5
Viscosity Index, ASTM 2270	145
Sulphated Ash, wt%, ASTM D874	1.3
Total Base Number (mg KOH/g, ASTM D2896	11
Pour Point, °C ASTM D97	-33
Flash Point, °C ASTM D92	220
Density at 15 °C, kg/L, ASTM D 4052	0.866

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-2 Premium Diesel Engine Oil - Multigrade 15W-40

The Multigrade Premium Diesel Engine Oil, SAE 15W-40 GRADE, shall meet or exceed the following industry and builder specifications:

(a) Industry and Builder Approvals:
American Petroleum Institute Specifications: CI-4, CH4, CG-4, CF-4, CF, SL, SJ
Caterpillar Specification: ECF-1
Detroit Diesel (Four Stroke) 7SE 270
Mack Specification: EO-M Plus
Cunnings Specification: CES 20078/20076
Volvo Specification: VDS-2
Volvo Specification: VDS-3

(b) Typical Properties

Society of Automotive Engineers Grade	15W-40
Viscosity, ASTM D 445	
Centistokes at 40 °C	113
Centistokes at 100 °C	15.0
Viscosity Index, ASTM 2270	138
Sulphated Ash, wt%, ASTM D874	1.2
Total Base Number (mg KOH/g, ASTM D2896	10
Pour Point, °C ASTM D97	-33
Flash Point, °C ASTM D92	240
Density at 15 °C, kg/L, ASTM D 4052	0.883

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-3 Supreme Performance Synthetic Gear and Bearing Oils

The Supreme Performance Synthetic Gear and Bearing Oil, ISO Grade 220 shall have the following typical properties:

ISO Viscosity Grade	220
Viscosity, ASTM D 445	
Centistokes at 40 °C	216
Centistokes at 100 °C	25.2
Viscosity Index, ASTM 2270	152
Visual Appearance	Orange
Pour Point, °C ASTM D97	-42
Flash Point, °C ASTM D92	235
Density at 15 °C, kg/L, ASTM D 4052	0.87
TOST, ASTM D943, hours TO 2 NN	10,000+
RBOT, ASTM D 2272, min.	1750
Rust protection – Sea Water ASTM D665	Pass
Water Seprability; Minutes to 3 mL emulsion at 82 °C; ASTM D 1401	15
Copper Corrosion; 24 hrs at 121 °C; ASTM D130	1B
Foam Test, Seq I, II, III Tendency/Stability, ml/ml	0/0, 0/0, 0/0
FZG Scuffing test, A/16.6/90 Failure Stage, DIN 51534 (modified)	13+

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-4 Supreme Performance Synthetic Gear and Bearing Oil, ISO Grade 680

The Supreme Performance Synthetic Gear and Bearing Oil, ISO Grade 680 shall have the following typical properties:

ISO Viscosity Grade	680
Viscosity, ASTM D 445	
Centistokes at 40 °C	430
Centistokes at 100 °C	48.5
Viscosity Index, ASTM 2270	173
Visual Appearance	Orange
Pour Point, °C ASTM D97	-42
Flash Point, °C ASTM D92	262
Density at 15 °C, kg/L, ASTM D 4052	0.87
TOST, ASTM D943, hours TO 2 NN	10,000+
RBOT, ASTM D 2272, min.	1750
Rust protection – Sea Water ASTM D665	Pass
Water Seprability; Minutes to 3 mL emulsion at 82 °C; ASTM D 1401	25
Copper Corrosion; 24 hrs at 121 °C; ASTM D130	1B
Foam Test, Seq I, II, III Tendency/Stability, ml/ml	0/0, 0/0, 0/0
FZG Scuffing test, A/16.6/90 Failure Stage, DIN 51534 (modified)	13+

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-5 Low Ash Gas Engine Oil, SAE 15W40 (Chevron HDAX Low Ash Gas Engine Oil: SAE 15W-40 or equivalent) shall have the following typical properties:

Society of Automotive Engineers Grade	15W-40
Viscosity, ASTM D 445	
Centistokes at 40 °C	126
Centistokes at 100 °C	15.6
Viscosity Index, ASTM 2270	130
Sulphated Ash, wt%, ASTM D874	nil
Total Base Number (mg KOH/g, ASTM D2896	3
Pour Point, °C ASTM D97	-27
Flash Point, °C ASTM D92	204
API Gravity	30.5o
Viscosity, cold crank, C/Poise	-20/64.0
Sulphated Ash, wt %	0.5
Acid Number, ASTM D664	1.0
Base Number, ASTM D2896	4.2
Phosphorus, ppm	270
Zinc, ppm	320

The Low Ash Gas Engine Oil, SAE 15W-40 shall be suitable for both crankcase and cylinder lubrication for an engine designed to operate using natural gas and has the typical properties listed on the above chart.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-6 Synthetic Blend 5W-20 oil for gasoline engines (Cam 2 Superpro Max Motor Oils or equivalent) shall have the following typical properties:

SAE Grade: Synthetic Blend	5 W 20
Product Code	408
Viscosity cSt @ 30 °C:	49.21
Viscosity cSt @100 °C:	8.59
Viscosity, SUS @210 °F:	54.38
Viscosity Index:	153
API Gravity:	32.78
Pour Point °F:	-48
API: RC *Resource Conserving*:	Yes
ILSAC GF-5 Certified:	Yes
Color	3
API	SN, SM, SL,
Licensed Service:	SJ

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-7 Synthetic Blend 5W-30 oil for gasoline engines (Cam 2 Superpro Max Motor Oils or equivalent) shall have the following typical properties:

SAE Grade: Synthetic Blend	5 W 30
Product Code	409
Viscosity cSt @ 30 °C:	63.01
Viscosity cSt @100 °C:	10.57
Viscosity, SUS @210 °F:	61.25
Viscosity Index:	158
API Gravity:	33.01
Pour Point °F :	-48
API: RC *Resource Conserving*:	Yes
ILSAC GF-5 Certified:	Yes
Color	3
API	SN, SM, SL,
Licensed Service:	SJ

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-8 Premium Performance Circulating Lubricant, ISO Viscosity Grade 32

The Premium Performance Circulating Lubricants shall meet or exceed the following industry and builder specifications:

(a) Industry and Builder Approvals:
DIN 51515-1
DIN 51517
DIN 51524
GE GEK 46506D
GE GEK 27070
GE GEK 28143A

(b) The Premium Performance Circulating Lubricant, ISO Viscosity Grade 32, shall have the following typical properties:

ISO Viscosity Grade	32
Viscosity, ASTM D 445	
Centistokes at 40 °C	31.0
Centistokes at 100 °C	5.5
Viscosity Index, ASTM 2270	102
Pour Point, °C ASTM D97	-18
Flash Point, °C ASTM D92	218
Density at 15 °C, kg/L, ASTM D 4052	0.85
TOST, ASTM D943, HOURS TO 2 NN	5,000
Rust protection – Sea Water ASTM D665	Pass
Water Seprability; Minutes to 3 mL emulsion at 54 °C; ASTM D 1401	15
FZG Scuffing test, A/16.6/90 Failure Stage, ASTM D5	8
Rust Prevention, ASTM D665	
Distilled Water	Pass
Sea Water	Pass
Air Release, Minutes at 50 °C; ASTM D3427	2
Copper Corrosion; 24 hrs at 121 °C; ASTM D130	1B
Foam Test, Seq I, Tendency/Stability, ml/ml	20/0

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-9 Premium Performance Circulating Lubricant, ISO Viscosity Grade 46

(a) Industry and Builder Approvals:

DIN 51515-1
DIN 51517
DIN 51524
GE GEK 28143A

(b) The Premium Performance Circulating Lubricant, ISO Viscosity Grade 46, shall have the following typical properties:

ISO Viscosity Grade	46
Viscosity, ASTM D 445	
Centistokes at 40 °C	44.5
Centistokes at 100 °C	6.9
Viscosity Index, ASTM 2270	98
Pour Point, °C ASTM D97	-15
Flash Point, °C ASTM D92	221
Density at 15 °C, kg/L, ASTM D 4052	0.86
TOST, ASTM D943, HOURS TO 2 NN	4,500
Rust protection – Sea Water ASTM D665	Pass
Water Seprability; Minutes to 3 mL emulsion at 54 °C; ASTM D 1401	20
FZG Scuffing test, A/16.6/90 Failure Stage, ASTM D5	9
Rust Prevention, ASTM D665	
Distilled Water	Pass
Sea Water	Pass
Air Release, Minutes at 50 °C; ASTM D3427	3
Copper Corrosion; 24 hrs at 121 °C; ASTM D130	1B
Foam Test, Seq I, Tendency/Stability, ml/ml	50/0

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-10 Premium Performance Circulating Lubricant, ISO Viscosity Grade 68

(a) Industry and Builder Approvals:

DIN 51515-1
DIN 51517
DIN 51524

(b) The Premium Performance Circulating Lubricant, ISO Viscosity Grade 68, shall have the following typical properties:

ISO Viscosity Grade	68
Viscosity, ASTM D 445	
Centistokes at 40 °C	65.1
Centistokes at 100 °C	8.7
Viscosity Index, ASTM 2270	95
Pour Point, °C ASTM D97	-15
Flash Point, °C ASTM D92	223
Density at 15 °C, kg/L, ASTM D 4052	0.87
TOST, ASTM D943, HOURS TO 2 NN	3,500
Rust protection – Sea Water ASTM D665	Pass
Water Seprability; Minutes to 3 mL emulsion at 54 °C; ASTM D 1401	20
FZG Scuffing test, A/16.6/90 Failure Stage, ASTM D5	10
Rust Prevention, ASTM D665	
Distilled Water	Pass
Sea Water	Pass
Air Release, Minutes at 50 °C; ASTM D3427	4
Copper Corrosion; 24 hrs at 121 °C; ASTM D130	1B
Foam Test, Seq I, Tendency/Stability, ml/ml	50/0

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-11 Premium Performance Circulating Lubricant, ISO Viscosity Grade 100

(a) Industry and Builder Approvals:

DIN 51515-1
DIN 51517
DIN 51524
GE GEK 28143A

(b) The Premium Performance Circulating Lubricant, ISO Viscosity Grade 100, shall have the following typical properties:

ISO Viscosity Grade	100
Viscosity, ASTM D 445	
Centistokes at 40 °C	95.1
Centistokes at 100 °C	10.9
Viscosity Index, ASTM 2270	92
Pour Point, °C ASTM D97	-15
Flash Point, °C ASTM D92	237
Density at 15 °C, kg/L, ASTM D 4052	0.88
TOST, ASTM D943, HOURS TO 2 NN	2,800
Rust protection – Sea Water ASTM D665	Pass
Water Seprability; Minutes to 3 mL emulsion at 54 °C; ASTM D 1401	30
FZG Scuffing test, A/16.6/90 Failure Stage, ASTM D5	10
Rust Prevention, ASTM D665	
Distilled Water	Pass
Sea Water	Pass
Air Release, Minutes at 50 °C; ASTM D3427	8
Copper Corrosion; 24 hrs at 121 °C; ASTM D130	
Foam Test, Seq I, Tendency/Stability, ml/ml	50/0

PURCHASE OF LUBRICANTS - REBID

D-12 Extreme Pressure rated Gear Oil, ISO 220 (Universal Gear Oil EP or equivalent)

(a) Industry and Builder Approvals:

AGMA Standard 9005-E02
ALCOA
DIN 51517 Part 3, Lubricating Oils, Type CLP
ISO 12925-1:1996, Type L-CKC

(b) The Extreme Pressure rated Gear Oil, ISO 220, shall have the following typical properties:

Density, g/cm3 @ 15.6 °C	0.889
Density, lbs/gal @ 15.6 °C	7.40
Color, ASTM D 1500	5.0
Flash Point (COC), °C	249
Pour Point, °C	-21
Viscosity cSt@40 °C	202
Viscosity cSt@100 °C	18.1
Viscosity SUS@100 °C	1,163
Viscosity SUS@210 °C	97.2
Viscosity Index	98
Acid Number, ASTM D974, mg/ KOH/g	0.51
Copper Corrosion, ASTM D130	1a
Four Ball EP, ASTM D2596; Weld Load, kgf	315
Four Ball Wear, ASTM D4172; Scar Diameter, mm	0.28
FZG Gear Test, ASTM D5182; Failure Load Stage	> 12
Timken OK Load, ASTM D2782, lb	60

PURCHASE OF LUBRICANTS - REBID

D-13 Mineral Spirits

The mineral spirits shall have the following typical properties:

Color, ASTM D156	+ 30
API Gravity, D1298	48.5 – 51.5
Flash Point, °F, ASTM D 93	100-110
Sulfur, wt %; ASTM 2622	0.005 – 0.015
Aromatics, vol %; ASTM D1319	12 – 18
Doctor, ASTM D4952	Neg
Copper Corrosion; ASTM D130	1a
Kauri Butanol Value, ASTM D1133	33
Aniline Point, ASTM D611	33
Distillation, °F; ASTM D86	
IBP	305 - 315
10%	315 - 325
50%	325 - 335
D.P.	360 - 370
E.P.	<400
Recovery	< 99.5 %
Residue	0.5 %
Loss	0.0 %

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-14 Food Grade Synthetic Aluminum Complex Grease (Chevron FM ALC EP or equivalent)

The Food Grade Synthetic Aluminum Complex Grease shall have the following typical properties:

(a) The food grade synthetic aluminum complex grease shall be NSF H1 registered and CFIA approved as suitable for incidental contact with food.

(b) The food grade synthetic aluminum complex grease shall have the properties listed on the above chart.

Food Grade Synthetic Aluminum Complex Grease	Technical Specifications
Thickener % & Type	7.7 %, Aluminum Complex
Appearance	Smooth, White
Physical State	Semi-Solid
Penetration: 60 Strokes @ 25°C: ASTM D217	265-295
Dropping Point °C ; ASTM D2265	250
Flash Point °C; D-92	248
Oil Separation; ASTM D1742	1.8
Viscosity, ASTM D 445	
Centistokes at 100 °C	20.6
Centistokes at 40 °C	220
Viscosity Index	120
Pour Point	-25°C
Flash Point	246°C
Water Washout @ 175°F; D1264	3.8
Timken OK Load, lbs; ASTM D2509	30
Timken Four Ball Wear, mm; ASTM D2266	315
Water Content %, ASTM D95	<0.01
Rust Rating; ASTM D1743	Pass

PURCHASE OF LUBRICANTS - REBID

D-15 Coupling Grease (Chevron Coupling Grease or equivalent)

(a) The Coupling Grease shall meet NLGI Grade 1 requirements for high- speed flexible gear and grid couplings and shall have National Lubrication Grease Institute rating Number two (2).

(b) The Coupling Grease shall have the following typical properties:

Coupling Grease	Technical Specifications
Thickener Type, wt %	Lithium Polymer, 5%
Appearance	Dark Brown
Physical State	Semi-Solid
Operating Temperature Minimum	-29 °C
Operating Temperature Maximum	162 °C
Penetration @ 25°C (Worked)	330
Dropping Point, °C	215
Viscosity, ASTM D 445	
Centistokes at 100 °C	250
Timken OK Load, lbs	40
Centrifugal Oil Separation, 24 hrs, vol %	< 3

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-16 Food Grade Hydraulic Oil (Chevron Lubricating Oil FM ISO 32 or equivalent)

(a) The Food Grade Hydraulic Oil shall comply with U.S. Food & Drug Agency requirements for incidental contact with food (See FDA Code Regulations: 21 CFR 178.3570) and shall be NSF registered.

(b) The Food Grade Hydraulic Oil shall have the following typical properties:

Food Grade Hydraulic Oil	Technical Specifications
API Gravity	33.4
Viscosity Index	100
Viscosity, ASTM D 445	
Centistokes at 100 °C	5.2
Centistokes at 40 °C	30.4
Flash Point	220 °C
Pour Point	-9 °C
Rust Test (synthetic sea water)	Pass
Timken Four Ball Wear, mm; ASTM D2266	0.45
Oxidation Stability, hours to 2 mg KOH/g	>15,000

PURCHASE OF LUBRICANTS - REBID

D-17 Heavy Duty Synthetic Lithium Complex Grease (Chevron RPM Automotive LC Grease EP NLGI 2 or equivalent)

(a) The Heavy Duty Synthetic Lithium Complex Grease shall have National Lubrication Grease Institute rating Number two (2).

(b) The Heavy Duty Synthetic Lithium Complex Grease Fortified with Molybdenum shall have the following typical properties:

Heavy Duty Synthetic Lithium Complex Grease Fortified with Molybdenum	Technical Specifications
Appearance	red
Physical State	Semi-Solid
Bomb Oxidation, kPa Pressure Drop at 100 hrs, ASTM D 942	35
Corrosion Prevention, ASTM D 1743	Pass
Rust Protection IP 220, Distilled Water	0-0
Copper Strip Corrosion ASTM D 4048	1A
Viscosity, ASTM D 445	
Centistokes at 40 °C	150
Penetration, Worked at 25 °C, ASTM D 217	280
Dropping Point, °C, ASTM D 2265	260
4-Ball Weld Load, Kg, ASTM D 2596	250
4-Ball Wear Test, Scar, mm, ASTM D 2266	0.5
Timken OK Load, lbs, ASTM D 2509	40+

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-18 Lubricant for Positive Displacement Blowers (Chevron Rando HD 32 or equivalent)

(a) The Lubricant for Positive Displacement Blowers shall be blended synthetic hydrocarbon oil.

(b) Industry and Builder Approvals:

Eaton Vickers 35VQ25A
Denison HF-0/t6c
Bosch Rexroth
GM LS-2

(c) The Lubricant for Positive Displacement Blowers shall have the following typical properties:

Lubricant for Positive Displacement Blowers	Technical Specifications
API Gravity	32.6
Viscosity Index	99
Viscosity, ASTM D 445	
Centistokes at 100 °C	5.2
Centistokes at 40 °C	30.4
Flash Point	220 °C
Pour Point	-33 °C
Oxidation Stability, hours to 2 mg KOH/g	>5,000

PURCHASE OF LUBRICANTS - REBID

D-19 Kerosene, K-1

The Kerosene, K-1 shall have the following typical properties:

Kerosene, K-1	Technical Specifications
Gravity o API, ASTM D287	37 min
Color, ASTM D156	+16 min
Flash Point °C	120 min
Viscosity, ASTM D 445	
Centistokes at 40 °C	1.3 min to 1.9 max
Pour Point, °F° (ASTM D97)	-25°F
Freezing Point, ASTM D2386	-22°F
Carbon Residual, ASTM D524	0.15 max
Mercaptan Sulfur, ppm (ASTM D3227)	30 max
Doctor Test, ASTM D4952	Negative
Sulfur, wt%, ASTM D4294 or D2622	0.0015 max
Distillation, °F; ASTM D86	
10%	401 °F max
90%	550 °F max
D.P.	360 - 370
E.P.	572 °F max

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-20 Heavy Duty Dark Metalworking Cutting Fluid (Universal Oil KUT HD Dark or equivalent)

The Heavy Duty Dark Metalworking Cutting Fluid shall have the following typical properties:

Heavy Duty Dark Metalworking Cutting Fluid	Technical Specifications
Appearance	Clear/Dark
Viscosity, ASTM D 445 Centistokes at 100°F	36.3
SUS at 100°F	169.6
API Gravity @ 60°F	30.0
Flash Point °F	370 min
Weight/Gallon	7.3
Sulfur	Present
Fat	Present

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-21 Heavy Duty Pre-diluted 50/50 Coolant / Antifreeze – Phosphate Free, Bitterant added (Chevron product number 227045 or Equivalent)

(a) Specifications:
ASTM D3306 for automotive service
ASTM D6210 for heavy-duty diesel service
TMC of ATA RP-302A
TMC RP329
US Federal Specification A-A-870
General Motors GM1899M

(b) Industry and Builder Approvals:

Caterpillar	Cummins
Detroit Diesel	Ford (ESE-M97B44-A)
Freightliner	General Motors
International	J.I. Case JIC501
John Deere	Mack (Truck)
PACCAR (Peterbuilt & Kenworth)	Volvo

(c) The Heavy Duty Pre-diluted 50/50 Coolant / Antifreeze – Phosphate Free, Bitterant added Fluid shall have the following typical properties:

Test	Value
Color	Purple
Specific gravity (15/15°C)	1.12
Freezing Point, (ASTM D1177)	-34°F
pH (ASTM D1287)	10.5 SU
Reserve Alkalinity (ASTM D1121)	8.5
Silicate, %	0.109
Boiling Protection (15 lb. pressure cap °F	265
Freezing Protection	-34°F
ASTM D1384 Corrosion Test Copper (10 max) Solder (30 max) Brass (10 max) Steel (10 max) Iron (10 max) Aluminum (30 max)	Weight Loss (mg per capon) 0 3 0 0 -1 (gain) -3 (gain)

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-22 Extended Life Pre-diluted 50/50 Coolant / Antifreeze – Phosphate Free, Bitterant added (Chevron product number 227811 or Equivalent)

(a) Fluid shall meet or exceed the following specifications:

ASTM D6210
ASTM D 3306
TMC RP329, 302A, and 351
Phosphate-free requirement of European OEMs
Silicate-free requirement of Japanese OEMs
Caterpillar EC-1
Navastar B1

(b) The Extended Life Pre-diluted 50/50 Coolant / Antifreeze – Phosphate Free, Bitterant added Fluid shall have the following typical properties:

Test	Value
Color	Red
Specific gravity (15/15°C)	1.130
Freezing Point, (ASTM D1177)	-34°F
pH (ASTM D1287)	8.3 SU
Reserve Alkalinity (ASTM D1121)	8.5
Silicate, %	None
Boiling Protection (15 lb pressure cap °F	265
Freezing Protection	-34°F
ASTM D1384 Corrosion Test Copper (10 max) Solder (30 max) Brass (10 max) Steel (10 max) Iron (10 max) Aluminum (30 max)	Weight Loss (mg per capon) 2 0 -1 (gain) -1 (gain) -1 (gain) 3

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-23 Transmission Fluid - Dextron III/Mercon (Universal Multi-purpose Automatic Transmission Fluid Number 16-09-01 or Equivalent)

(a) Fluid shall meet or exceed the following specifications:

General Motors
Ford Motor
Alison C4 Fluid/TES-389
Denison P-46 Piston Pump
Vickers Pump

(b) The Transmission Fluid - Dextron III/Mercon Fluid shall have the following typical properties:

SAE Grade	10 W
Color	Red
API Gravity	33.4
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 33.4 7.1
Brookfield Viscosity cP @ -40 °C	17,000
Viscosity Index	176
Flash Point, °C	202
Pour Point, °C	-48

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-24 SAE 30 Weight Single Viscosity Motor Oil (Unifleet Heavy Duty Motor Oil 30 Grade or Equivalent)

(a) Oil shall meet or exceed the following specifications:

API Service Classifications CF & CF-2 and SJ & SH
DDC 2-Stroke 71 & 92
Alison C4 Fluids

(b) The SAE 30 Weight Single Viscosity Motor Oil shall have the following typical properties:

SAE Grade	30
API Gravity	29.1
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 98 11.5
Sulphated Ash % Wt	0.95
Total Base Number	7.2
Viscosity Index	105
Flash Point, °C	246
Pour Point, °C	-27

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-25 SAE 5W/40 Multi-Viscosity Motor Oil (Supreme 900 SAE 5W-40 Grade or Equivalent)

(a) Oil shall meet or exceed the following specifications:

API Service Classifications (Diesel) CJ-4, CI-4 Plus, CI-4,	Mil-Spec MIL-PRF-2104G & A-A-52306A
Caterpillar ECF-1-a, ECF-2 & ECF-3	DDC Power Guard 93K218
Cummins CES 20081	VOLVO VDS-4
Mack EO-O Premium Plus 7	Navistar ACEA E-7-08

(b) The SAE 30 Weight Single Viscosity Motor Oil shall have the following typical properties:

SAE Grade	5W-40
API Gravity	29.1
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 85.50-89.00 13.50-15.75
Sulphated Ash % Wt	1.0
Total Base Number	10
Viscosity Index	159
Flash Point, °C	226.67
Pour Point, °C	-42

PURCHASE OF LUBRICANTS - REBID

D-26 Circulating Lubricant ISO Viscosity Grade 220 (Universal Rust & Oxidation Turbine Oil 220 Grade or Equivalent)

(a) Lubricant shall meet or exceed the following specifications:

Cincinnati Machine P-38, P-45, P-54, P-55, P-57, P-62	Mil-Spec MIL-H-17672D
DIN 51524 Part 1	Denison HF-1
AFNOR E-48600 HL	US Steel 126

(b) The Circulating Lubricant ISO Viscosity Grade 220 shall have the following typical properties:

ISO Viscosity Grade	220
API Gravity	28.4
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 218 18.3
Oxidation (ASTM D943)	3500+
Total Base Number	10
Viscosity Index	94 min
Flash Point, °F	500
Pour Point, °F	5

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-27 Circulating Lubricant ISO Viscosity Grade 320 (Universal Rust & Oxidation Turbine Oil 320 Grade or Equivalent)

(a) Lubricant shall meet or exceed the following specifications:

Cincinnati Machine P-38, P-45, P-54, P-55, P-57, P-62	Mil-Spec MIL-H-17672D
DIN 51524 Part 1	Denison HF-1
AFNOR E-48600 HL	US Steel 126

(b) The Circulating Lubricant ISO Viscosity Grade 320 shall have the following typical properties:

ISO Viscosity Grade	320
API Gravity	26.3
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 320 23.1
Oxidation (ASTM D943)	3500+
Total Base Number	10
Viscosity Index	91 min
Flash Point, °F	500
Pour Point, °F	15

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-28 Circulating Lubricant ISO Viscosity Grade 460 (Chevron HiPerSYN Oil 460 Grade or Equivalent)

(a) Lubricant shall meet or exceed the NSF specifications for lubricant where there is no possibility of food contact.

(b) The Chevron HiPerSYN Oil, ISO Viscosity Grade 460 shall have the following typical properties:

ISO Viscosity Grade	460
API Gravity	30.2
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 483 44.1
Oxidation (ASTM D943)	12,000+
Total Base Number	10
Viscosity Index	144 min
Flash Point, °F	489
Pour Point, °F	-27

PURCHASE OF LUBRICANTS - REBID

D-29 Heavy Duty Bearing Circulating Lubricant ISO Viscosity Grade 680 (Chevron HiPerSYN Oil 460 Grade or Equivalent)

The Chevron HiPerSYN Oil, ISO Viscosity Grade 680 shall have the following typical properties:

ISO Viscosity Grade	460
API Gravity	26.5
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 680 45.0
Viscosity Index	100 min
Flash Point, °F	518
Pour Point, °F	15.8

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-30 Supreme performance Synthetic Gear and Bearing Oil ISO Viscosity Grade 32 (Chevron HiPerSYN Oil 32 Grade - Product No. 259136 or Equivalent)

(a) Lubricant shall meet or exceed the NSF specifications for lubricant where there is no possibility of food contact.

(b) The Supreme performance Synthetic Gear and Bearing Oil, ISO Viscosity Grade 32 shall have the following typical properties:

ISO Viscosity Grade	32
API Gravity	37.9
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 30.4 5.9
Saybolt Viscosity SUS at 100 °F SUS at 210 °F	 156 45.9
Color (ASTM D1500)	L 0.5
Viscosity Index	140 min
Flash Point, °F	475
Pour Point, °F	-44
Copper Corrosion (ASTM D130)	1B
Oxidation (ASTM D943)	18,000+

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-31 Supreme performance Synthetic Gear and Bearing Oil ISO Viscosity Grade 46 (Chevron HiPerSYN Oil 46 Grade - Product No. 259137 or Equivalent)

(a) Lubricant shall meet or exceed the NSF specifications for lubricant where there is no possibility of food contact.

(b) The Supreme performance Synthetic Gear and Bearing Oil, ISO Viscosity Grade 46 shall have the following typical properties:

ISO Viscosity Grade	46
API Gravity	36.9
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 43.7 7.5
Saybolt Viscosity SUS at 100°F SUS at 210°F	 223 51.5
Color (ASTM D1500)	L 0.5
Viscosity Index	140 min
Flash Point, °F	475
Pour Point, °F	-44
Copper Corrosion (ASTM D130)	1B
Oxidation (ASTM D943)	18,000+

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-32 Supreme performance Synthetic Gear and Bearing Oil ISO Viscosity Grade 68 (Chevron HiPerSYN Oil 68 Grade - Product No. 259138 or Equivalent)

(a) Lubricant shall meet or exceed the NSF specifications for lubricant where there is no possibility of food contact.

(b) The Supreme performance Synthetic Gear and Bearing Oil, ISO Viscosity Grade 68 shall have the following typical properties:

ISO Viscosity Grade	68
API Gravity	35.9
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 64.6 10.4
Saybolt Viscosity SUS at 100°F SUS at 210°F	 330 61.7
Color (ASTM D1500)	L 0.5
Viscosity Index	150 min
Flash Point, °F	489
Pour Point, °F	-44
Copper Corrosion (ASTM D130)	1B
Oxidation (ASTM D943)	18,000+

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-33 Supreme performance Synthetic Gear and Bearing Oil ISO Viscosity Grade 100 (Chevron HiPerSYN Oil 100 Grade - Product No. 259139 or Equivalent)

(a) Lubricant shall meet or exceed the NSF specifications for lubricant where there is no possibility of food contact.

(b) The Supreme performance Synthetic Gear and Bearing Oil, ISO Viscosity Grade 100 shall have the following typical properties:

ISO Viscosity Grade	100
API Gravity	36.2
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 105 10.6
Saybolt Viscosity SUS at 100°F SUS at 210°F	 539 77.9
Color (ASTM D1500)	L 0.5
Viscosity Index	144 min
Flash Point, °F	489
Pour Point, °F	-44
Copper Corrosion (ASTM D130)	1B
Oxidation (ASTM D943)	12,000+

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-34 Supreme performance Synthetic Gear and Bearing Oil ISO Viscosity Grade 150 (Chevron HiPerSYN Oil 150 Grade - Product No. 259140 or Equivalent)

(a) Lubricant shall meet or exceed the NSF specifications for lubricant where there is no possibility of food contact.

(b) The Supreme performance Synthetic Gear and Bearing Oil, ISO Viscosity Grade 150 shall have the following typical properties:

ISO Viscosity Grade	150
API Gravity	35.2
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 158 19.7
Saybolt Viscosity SUS at 100°F SUS at 210°F	 815 99.6
Color (ASTM D1500)	L 0.5
Viscosity Index	144 min
Flash Point, °F	489
Pour Point, °F	-38
Copper Corrosion (ASTM D130)	1B
Oxidation (ASTM D943)	12,000+

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-35 Supreme performance Synthetic Gear and Bearing Oil ISO Viscosity Grade 320 (Chevron HiPerSYN Oil 320 Grade-Product No. 259142 or Equivalent)

(a) Lubricant shall meet or exceed the NSF specifications for lubricant where there is no possibility of food contact.

(b) The Supreme performance Synthetic Gear and Bearing Oil, ISO Viscosity Grade 320 shall have the following typical properties:

ISO Viscosity Grade	220
API Gravity	33.8
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 336 34.0
Saybolt Viscosity SUS at 100°F SUS at 210°F	 1750 165
Color (ASTM D1500)	L 0.5
Viscosity Index	144 min
Flash Point, °F	489
Pour Point, °F	-33
Copper Corrosion (ASTM D130)	1B
Oxidation (ASTM D943)	12,000+

PURCHASE OF LUBRICANTS - REBID

D-36 Supreme performance Synthetic Gear and Bearing Oil ISO Viscosity Grade 460 (Chevron HiPerSYN Oil 460 Grade - Product No. 259143 or Equivalent)

(a) Lubricant shall meet or exceed the NSF specifications for lubricant where there is no possibility of food contact.

(b) The Supreme performance Synthetic Gear and Bearing Oil, ISO Viscosity Grade 460 shall have the following typical properties:

ISO Viscosity Grade	460
API Gravity	30.2
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 483 44.1
Saybolt Viscosity SUS at 100°F SUS at 210°F	 2528 213
Color (ASTM D1500)	L 0.5
Viscosity Index	144 min
Flash Point, °F	489
Pour Point, °F	-38
Copper Corrosion (ASTM D130)	1B
Oxidation (ASTM D943)	12,000+

PURCHASE OF LUBRICANTS - REBID

D-37 Non-Detergent Oil SAE Viscosity Grade 20W20 (Universal Non-Detergent Oil SAE 20W20 Product No. 16-03-02 or Equivalent)

The Non-Detergent Oil SAE Viscosity Grade 20W20 shall have the following typical properties:

SAE Viscosity Grade	20W20
ISO Viscosity Grade	68
API Gravity	30
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 483 44.1
Saybolt Viscosity SUS at 100 °F SUS at 210 °F	 64.6 8.81
Color (ASTM D1500)	L 0.5
Viscosity Index	95 min
Flash Point, °F	400
Pour Point, °F	10

PURCHASE OF LUBRICANTS - REBID

D-38 Food Grade Synthetic Aluminum Complex Grease (Chevron FM ALC EP or equivalent)

The Food Grade Synthetic Aluminum Complex Grease shall have the following typical properties:

Food Grade Synthetic Aluminum Complex Grease	Technical Specifications
Thickener % & Type	7.7 %, Aluminum Complex
Appearance	Smooth, White
Physical State	Semi-Solid
Penetration: 60 Strokes @ 25°C: ASTM D217	265-295
Dropping Point °C ; ASTM D2265	250
Flash Point °C; D-92	248
Oil Separation; ASTM D1742	1.8
Viscosity, ASTM D 445	
Centistokes at 100°C	20.6
Centistokes at 40°C	220
Viscosity Index	120
Pour Point	-25°C
Flash Point	246°C
Water Washout @ 175°F; D1264	3.8
Timken OK Load, lbs; ASTM D2509	30
Timken Four Ball Wear, mm; ASTM D2266	315
Water Content %, ASTM D95	<0.01
Rust Rating; ASTM D1743	Pass

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-39 Castrol HD Lithium Grease (Castrol HD Lithium EP 00 or equivalent)

The Castrol HD Lithium Grease 00 shall have the following typical properties:

NLGI GRADE	Technical Specifications
Thickener-Type	Lithium 12-hydroxy
Color	Dark Brown
Appearance	Smooth
Penetration, Worked @ 77° F	415
Dropping Point, °F	300
Timken OK Load	40
Base Oil Viscosity, SSU@100°F	2630
Base Oil Viscosity, SSU@210°F	154
Base Oil Viscosity, cSt@40°C	490
Base Oil Viscosity, cSt@100°C	32
Rust Prevention	Pass

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-40 Valvoline NAPA SAE OW-20 NP75545 Synthetic Motor Oil

The Valvoline Motor Oil shall have the following typical properties:

Property	Technical Specifications OW-20
Grade	Lithium 12-hydroxy
Density	0.8474
Flash Point	235
Kinematic Viscosity @100C, mm2	8.3
Kinematic Viscosity @ 40C, mm2	44.8
Pour Point	-45

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES
SECTION D - TECHNICAL SPECIFICATIONS

PURCHASE OF LUBRICANTS - REBID

D-41 MISCELLANEOUS SUPPLY ITEMS

An allowance to provide The Division of Public Utilities with the opportunity to purchase items not listed specifically by description or manufacturer included in this contract. All purchases made under the miscellaneous supply line items shall be submitted for approval to the Division of Public Utilities procurement designee in writing prior to shipment.
A percentage shall be included on the Bid – Schedule of Items pages for these line items to be purchased at invoice cost plus a mark-up. The bidder will be allowed to a markup amount of fifteen (15) percent (%) or less. The mark-up amount shall not exceed the percentage indicated at the time of bid, on the Bid Schedule of Items for the duration of the contract. Supply items may include but not limited to:

(a). Windshield Washer Fluid and Deicer -20°F

Technical Specifications	
Decomposition Temperature	No Data Available
Flammability	No Data Available
Vapor Pressure	43 mm Hg @ 20°C
Specific Gravity	.96@ 20°C
Solubility	Water: Complete
Explosive limits	6-36 vol%
VOC Content	<33%

(b.) Hyken Glacial Blu Hydraulic Fluid

Technical Specifications	
ISO Grade	15
Specific Gravity @ 60°F	0.868
Density, lbs/gal @ 60°F	7.23
Color, Visual	Blue
Flash Point (COC), °C (°F)	123 (253)
Pour Point, °C (°F)	-63 (-81)
Viscosity	
cP @ -40°C (Brookfield)	2,840
cST @ 40°C	15.0
cST @ 100°C	4.5
SUS @ 100°F	77.4
SUS @ 210°F	40.2
Viscosity Index	244

Acid Number, ASTM D974, mg KOH/g	0.50
Demulsibility, ASTM D1401, minutes to pass	15
Dielectric Strength, ASTM D877, kV(2)	35
Foam Test, ASTM D892, Seq. I, mL	0/0
Rust Test, ASTM D665 A&B	Pass
Zinc, wt %	0.050

(c.) Mobil Univolt N 61 B Electrical Insulating Oil

Technical Specifications	
Viscosity, cSt, 40C, ASTM D 445	9.2
Viscosity, cSt, 100C, ASTM D 445	2.3
Aniline Point, C, ASTM D 611	75.8
Color, ASTM D 1500	L0.5
Corrosive Sulfur, ASTM D 1275	Noncorrosive
Pour Point, C, ASTM D 97	-50
Flash Point, C, ASTM D 92	151
Specific Gravity D 1298	0.91
Interfacial Tension, 25C, dynes/cm, ASTM D 971	48
Neutralization Number, mg KOH/g, ASTM D 974	0.013
Water, ppm, ASTM D 1533	35
Dielectric Strength, kV, ASTM D 877	30

CITY OF CLEVELAND, OHIO
DEPARTMENT OF PUBLIC UTILITIES/DIVISION OF WATER

PURCHASE OF LUBRICANTS - Rebid

APPENDIX A - PARTIAL LIST OF FACILITIES

Kirtland Pumping Station
4901 South Marginal Road
Cleveland, OH 44114
Plant Manager: Darius Johnson
216-664-3192

Nottingham Water Works Plant
1230 Chardon Road
Cleveland, OH 44119
Plant Manager: Joe Loduca
216-664-3092

***Garrett A. Morgan Water Works Plant**
1245 West 45th Street
Cleveland, OH 44102
Plant Manager: Brian Thompson
216-664-3175

***Parma Control Center**
5953 Deering Avenue
Parma Heights, OH
216-664-3180
Plant Manager: Matt Hewitt

Water Pollution Control
12302 Kirby Road
Cleveland, OH 44108
216-664-3693
Edward Gonzalez

Cleveland Public Power
743 East 140th St.
Cleveland, OH 44110
216-664-3922 – ext. 76410
Ron Little

Fairmount Pumping Station
11216 Stokes Road
Cleveland, OH 44106
Plant Manager: Darius Johnson
216-664-3192

Baldwin Water Works Plant
11216 Stokes Road
Cleveland, OH 44104
Plant Manager: Darius Johnson
216-664-3192

Crown Water Works Plant
955 Clague Road
Westlake, OH 44145
Plant Manager: Vincent McMichael
216-664-3121

Distribution & Maintenance
4600 Harvard Road
Newburg Heights, OH 44105
216-348-7277
Unit Manager: Juan Elliot

Central Warehouse
4600 Harvard Road
Newburg Heights, OH 44105
216-664-2444 – ext. 73913
Unit Manager: Richard Hertlandy

Cleveland Public Power
2490 West 41st St.
Cleveland, OH 44110
216-664-3922 – ext. 76410
Ron Little

***Garrett Morgan and Parma Control Center have liftgates. All other locations have tow motor vehicles only.**

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES
CITY OF CLEVELAND STANDARD SPECIFICATIONS
FOR
Purchase of Lubricants - Rebid

APPENDIX B
Department of Public Utilities
Release Order Form For
Purchase of Lubricants

COMPANY NAME **Release No.** **YY-MM-DD**
CONTRACT NUMBER
DELIVERY ORDER NUMBER

Station	MATERIAL	Authorized by

SAMPLE

CONTACT NAME: FAX NO. or E-mail
E-mail or FAX COST AND CONFIRMATION NO. TO FAX NUMBER
THANKS

Ship to:
(UNIT LEADER OR MANAGER)
(DIVISION)
(PLANT)
(STREET ADDRESS)
(CITY), OH (ZIP CODE)

Submit invoice to:
(Division of Water)
(Public Utilities Building)
Attn: Payables Unit
(1201 Lakeside Avenue)
(4th Floor South)
Cleveland, OH (44114)

PURCHASE OF LUBRICANTS – REBID

APPENDIX C – PREVIOUSLY ASKED QUESTIONS

1. How does the Synthetic Oils get delivered (tanker wagon, 55 gal. drums, 240 gal. totes, or broken down to pails or quarts)? Can we have the MSDS sheet for the Dark Metalworking Cutting fluids?

   Answer: The synthetic oils are delivered in various sizes such as 55-gallon drums. Please refer to Section D-20 for detailed information about the dark metalworking cutting fluid. The SDS sheet for the dark metalworking cutting fluids is to be provided by the bidders manufacturer(s) as per Section C-9, B.

2. Are there specific quantities required for each lubricant product, beyond the estimated annual values provided in the bid documents? If so, could you please provide the anticipated quantities or more detailed usage estimates for each item?

   Answer: The estimated quantities (in dollars from the Bid - Schedule of Items page) vary from year to year per location and the specific type of fluids vary from location to location. Use the estimated quantity in dollars as a guide to provide your mark-up/down percentages.

3. Regarding Section C-4, General Bidder Qualifications, which requires the bidder to have "a warehouse or distribution center within 150 miles of Cleveland, Ohio". Is this 150-mile standard measured as straight-line (radius) distance, or as driving distance via standard routing?

   Answer: Driving distance via standard routing.

4. Regarding Section C-4, General Bidder Qualifications, which requires the bidder to have "a warehouse or distribution center within 150 miles of Cleveland, Ohio". What reference point in Cleveland is used to measure from — City Hall (601 Lakeside Avenue), or another location?

   Answer: Downtown Cleveland.

5. Is an "or equivalent" substitute is acceptable for D-29 (ISO 680 circulating oil).

   Answer: Yes, with proper documentation with bid submission.

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS:☐☐ Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

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

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

☐ C.☐ ☐☐ The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES 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 of Subcontractor

By: _____

Title: _____

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

SUPPLEMENTAL
NOTICE TO BIDDERS

SUBJECT: Submission
NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE

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

WAGE THEFT AND PAYROLL FRAUD DISCLOSURE

SUMMARY:

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

INSTRUCTIONS:

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

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

DEFINITIONS:

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

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

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

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

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

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

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Person or Entity: _____

Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Date: _____

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."

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.

Rev jeh 031

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.