



# INVITATION TO BID

(This is not an order.)

Page 1 of 2

## CITY OF CLEVELAND

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

**Buyer:** Gregory Hart  
216-664-7076  
ghart@clevelandohio.gov

**Requestor:** Eric Turk  
216-664-6000  
eturk@city.cleveland.oh.us

Procurement Folder	RFB No.	RFB Description	
151572	RFB 7016 202500000000210	PARTS & LABOR FOR TRAILER PARTS	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
May 13, 2025 3:00 PM		7016	May 13, 2025 3:00 PM

### SCHEDULE OF EVENTS

Event Description			Event Date	
Group/ Line#	Commodity Description	Item Quantity/ UOM	Service Dates	Catalog Discount
1 / 1	TRAILER REPAIRS		From To	

-Vendor must indicate comply or exception to all of the attached specifications.

-Vendor must be capable of servicing all listed brand names.

State Comply or Exception:

State Discount (%):

State Labor Rate (per Hour):

PO not to exceed \$10,000.00.

PLEASE SEE ATTACHED PDF FOR ADDITIONAL DETAILS

Ship To:
Streets Weld Shop Streets Weld Shop 2301 E.65th Cleveland, OH 44104

Vendor Response		
	Contract Amount	
	\$	

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

### TERMS OF DELIVERY

- Price quoted shall be F.O.B. delivered to the place designated on purchase order. No other terms will be acceptable.
- Delivery quoted must be stated in terms of work days after receipt of the order.
- All charges for shipping must be included within the Unit Price for each item quote unless otherwise designated by a separate line with a specified dollar amount inclusive of all shipping charges.
- No freight charges will be considered nor processed for payment unless apart of the original quote submitted prior to bid award.



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601 Lakeside Avenue  
Room 128  
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### BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID

#### Shipping/Freight Charges

ALL CHARGES FOR SHIPPING MUST BE INCLUDED WITHIN THE UNIT PRICE OF EACH QUOTE UNLESS OTHERWISE DESIGNATED BY A SEPARATE LINE ITEM WITH A SPECIFIED DOLLAR AMOUNT INCLUSIVE OF ALL SHIPPING CHARGES.  
NO FREIGHT CHARGES WILL BE CONSIDERED NOR PROCESSED FOR PAYMENT UNLESS APART OF THE ORIGINAL QUOTE SUBMITTED PRIOR TO BID AWARD.

#### Call Buyer Only

Bidders must address all questions to the Buyer (See Above.) Do NOT contact the "Requestor." Contract only the Buyer listed above.

#### No Price increase

This Purchase Order does not permit price increases.

#### Missing information

It is each bidder's individual responsibility to determine for themselves, in advance of bid submission, the accuracy and completeness of any and all information in an RFB. If a potential bidder does not notify the Division of Purchases and Supplies in advance of the bid opening date of any possible discrepancy then any such discrepancy or erratum cannot be the basis for a protest of award. Contact the Buyer immediately if there is a question of accuracy or completeness in these bid documents.

### BIDDER MUST COMPLETE & SIGN BELOW

NAME OF THE FIRM:

STREET ADDRESS:

CITY: STATE: ZIP CODE:

FED ID # / SSN #:

PHONE NO.: FAX NO.:

EMAIL ADDRESS:

PLEASE PRINT CONTACT NAME:

AUTHORIZED SIGNATURE: DATE:

*All bids and related documents must be enclosed in a sealed envelope and marked with the RFB number.*

**RETURN BID TO:** Division of Purchases & Supplies  
601 Lakeside Ave  
Room 128, City Hall  
Cleveland, OH 44114

Effective Immediately: In accordance with Codified Ordinance 181.13 (I) the City shall receive competitive sealed bids through email. All City of Cleveland bids estimated to be less than 50K in value will be submitted and received electronically via email. All bids must be emailed to CityofClevelandbids@clevelandohio.gov. Upon receipt of your bid, you will receive a reply indicating your bid has been received.

### Bidder's Instructions

See enclosed Terms & Conditions. Read and follow all terms and conditions of the bid.

Bids must be submitted to CityofClevelandbids@clevelandohio.gov, the Document ID Number and Buyer's Name must be identified in the email subject line. Also clearly state the Document ID Number, Bid Description, Buyer's Name and Closing Date.

**Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.**

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

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

**Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.**

The bid documents must include:

- ☐ The Document ID Number and Buyers Name in email subject line
- ☐ PDF File of Request For Bid Form
- ☐ Terms & Conditions.
- ☐ Northern Ireland Affidavit.

Contact the Buyer immediately at the number on the Bid Form if you do not have all the required documents.

# TERMS AND CONDITIONS

1. **Acceptance of Purchase Order.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the City of Cleveland any of the goods ordered herein or renders for the City any of the services ordered herein. If this Purchase Order has been issued by the City in response to an offer, then the issuance of this Purchase Order by the City shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the City and shall not be binding upon the City unless specifically accepted by the City in writing.
2. **Entire Agreement.** This order, the instructions to bidders, the Request for Bid, the Bid Schedule of Items, and any specification and/or other attachments, if any, incorporated hereby by reference, constitute the entire agreement between the parties and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such matter.
3. **Indemnification.** Seller shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from all claims, demands, liabilities, losses, suits, cause of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from the personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission of Seller or its agents, employees, subSellers or suppliers, in the furnishing of the goods covered by this PO, or because of any imperfection or defect in said goods, or based upon any claim of product liability of strict liability in tort, or because of the failure of such goods to be in accordance with the description of such goods as may appear in any catalog, analytical information report or other technical bulletin as is furnished or used by the City, or because of the failure of such goods to be produced in compliance with the requirements of this PO.
4. **Limit of Liability.** In no event shall the City be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The City's liability on any claim arising out of or connected with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
5. **Remedies.** The city's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefore shall not waive any breach.
6. **Default.** Payment or acceptance of any items after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries. The City reserves the right to reasonable testing and inspection before payment or acceptance. The City's failure to inspect and accept or reject goods, materials, or articles shall not relieve Seller from liability for tender or delivery of nonconforming goods nor constitute a waiver of any of the City's rights or remedies for breach of contract. The City reserves the right to reject any or all items not in conformity with the specifications noted within this purchase order in any respect.
7. **F.O.B. Destination.** Freight terms are F.O.B. Destination, Freight Prepaid, unless otherwise approved in writing by the Commissioner of Purchases and Supplies.
8. **Non-Assignment.** Neither this contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the City.
9. **Patent, Trademark or Copyright Infringement.** Seller agrees to defend, entirely at its own expense, all claims, demands, and actions that may be asserted against the City for all alleged patent, trademark, and/or copyright infringement resulting from the use or resale of goods covered by the PO, and to indemnify and hold the City harmless against all costs, expenses, legal fees, and judgments related to such claims, demands, and actions.
10. **Timing.** Time is of the essence in this contract. Failure to deliver within the time specified shall entitle the City, in addition to any other rights or remedies, to cancel this order and purchase the goods elsewhere, in which event the Seller shall be responsible for any increase in cost.
11. **Implied Warranty.** In addition to its standard warranty, Seller warrants that all goods supplied will be free and clear of all liens and encumbrances, good and merchantable title being in the Seller. Upon receipt by Seller of payment, good and merchantable title will vest in the City. All goods will be free from any defects in design, materials or workmanship and will be of good and merchantable quality. All goods will conform to the City's specifications or the approved sample as the case may be, and will be fit for the known purposes for which purchased, and that Seller will not substitute anything without the City's written consent.
12. **Change Orders.** No changes in the PO, its prices, terms, conditions, length, or attachments are permitted, without the City's prior written approval.
13. **Cancellation.** The City shall have the right to cancel this order, or any undelivered portion of this order, without cause, and its liability for such cancellation shall be limited to Seller's actual cost for work and materials applicable solely to this order that have been expected when Seller receives notice of cancellation. The City may, at its option, cancel this order without liability to Seller (except for conforming shipments the City previously accepted) if Seller (a) ceases to exist, (b) becomes insolvent, (c) becomes the subject of bankruptcy or insolvency proceedings, or (d) commits a breach in the performance of any obligation under this agreement or of any other written agreement with the City of Cleveland.
14. **Compliance with Laws.** Seller shall comply with all federal, state, and local laws, ordinances, rules, and regulations in the manufacture and sale of the goods and performance of the services. Seller shall defend and hold the City harmless from any losses, damages, or costs arising from or caused in any way by Seller's actual or alleged violation of any federal, state, or local law, ordinance, rule or regulation.
15. **Access to Records.** Seller shall provide access to pertinent records relative to this contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order, whichever occurs last.
16. **Material Safety Data Sheets:** Any substance delivered as a part of this order must be properly labeled in accordance with all applicable regulations and must be accompanied by a Material Safety Data sheet (MSDS).
17. **Venue.** Any dispute arising under this order not disposed of by agreement shall be decided by a court of competent jurisdiction in Cuyahoga County in the State of Ohio. Pending settlement on final decision of any dispute, Seller shall proceed diligently with the performance of this order in accordance with the City's direction. The Charter and Ordinance of the City of Cleveland shall govern.
18. **Tax.** Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials, without the prior issuance of a signed Tax Exemption Certificate. A Tax Exemption Certificate is available upon written request.
19. **Documentation.** Seller shall clearly mark all documentation with the applicable valid PO number.
20. **Payment Terms.** Payment will be made in accordance with the terms on the face of this contract, or the Seller's invoice, whichever are more favorable to the City and payment date therefore shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the City shall be subject to deduction or setoff by the City by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the City. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the city. Unless otherwise stated in the PO, the terms of payment shall be net 30 days from the receipt of a proper invoice. It shall be understood that the cash discount period, if any, to the City will date from receipt by the City of acceptable goods and invoice and not from date of invoice.
21. **Insurance.** Unless otherwise stated in the specifications, whenever labor is involved, the Seller shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the services, materials, equipment and/or supplies provided to the City. The insurer(s) must be licensed for business in the State of Ohio and maintain an A.M.Best rating of no less than A: VII or be an insurer approved by the City. The Seller shall submit all required insurance certificates to the City before commencing work. The City is to be added to each policy as an additional insured. The Seller shall notify the City in writing at least 30 days before it cancels or reduces its insurance policy or coverage and immediately upon the Company's receipt of notice from the carrier of any cancellation or reduction of the coverage or policy. Seller must demonstrate the following minimum insurance coverage in accordance with the estimated value limits: 1) Purchases less than \$50,000: General Liability Insurance, with a \$500,000 combined single limit. 2) Purchases \$50,000 and over: General Liability Insurance with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. Automobile Liability Insurance must be in effect for any owned, hired and non-owned vehicle used in the performance of the work, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage. The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Seller. The Seller's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Seller.
22. **Workman's Compensation:** Whenever labor is involved, the Seller shall subscribe to and comply with the Workmen's Compensation Laws of the State of Ohio and pay such premiums as may be required there under and to save the City harmless from any and all liability arising from or under said act. He shall also furnish a copy of the official certificate or receipt showing the payments herein referred to before commencing any work.
23. **Authority to Bind.** All parties to this order agrees that the representatives named herein, including in all attachments, possess full and complete authority to bind said parties.
24. **Inspection and Acceptance.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. No goods returned as defective shall be replaced without written authorization from the Commissioner of Purchases and Supplies. Such return shall in no way affect the City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
25. **Non-appropriation of Funds.** As with any other public entity, an Agreement, Contract, or issuance of Purchase Order by the City is contingent upon the legal availability of funding and the allocation of said funds. The City reserves the right to cancel any ongoing Agreement, Contract, or Purchase Order immediately, by giving written notice to the Seller, in the case of a failure by the appropriating body to appropriate funds or funding for the specific project, commodity or service.
26. **Equal Opportunity.** This Agreement is a "contract", and the Seller is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term of this Purchase Order, the Seller shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., and herein made a part of this Agreement by reference. A complete copy of the Equal Opportunity Clause is available at the City of Cleveland website.

## Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

## **NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE**

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

### **CHECK WHICHEVER IS APPLICABLE:**

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

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

C. ( ) The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

\_\_\_\_\_  
Name of Contractor or Subcontractor  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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



## **WAGE THEFT AND PAYROLL FRAUD DISCLOSURE**

### **SUMMARY:**

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

### **INSTRUCTIONS:**

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

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

### **DEFINITIONS:**

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

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

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

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



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

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

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

**CHECK WHICHEVER IS APPLICABLE:**

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

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

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

Name of Person or Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_



SPECIFICATIONS/DESCRIPTIONS  
OF PRODUCTS AND/OR SERVICES

**SPECIAL ATTENTION TO ALL BIDDERS**

Read the entire specification as it applies to this bid paragraph C-1 through C-22.

**NOTE SPECIFICALLY PARAGRAPH C-16**

**SPECIFICATION**

**C-1 MATERIAL TO BE PURCHASED:** The material to be purchased under the terms of this bid shall be parts and/or labor.

**C-2 CATALOGUE AND PRICE LIST**

A. Initial bid shall be accompanied by one (1) of the manufacturer's latest complete standard price list, catalogues and cross reference material.

B. All of the bidders items must meet the latest Original Equipment Manufacturer's (O.E.M.) Specifications for replacement of parts per application and use.

C. Vendors must have the ability and capacity to supply the parts on a regular daily and emergency basis.

**C-3** Catalogue and price list submitted as part of this bid must be signed by the same person and in the same manner as the bid form. The number and date of price list and Catalogue must be included on our bid form.

The first page of each price list must have the following information typed or printed legibly at the top of each page.

- (1) Price list column
- (2) Terms of payment
- (3) Discount on net price
- (4) Date submitted

**C-4 ADDITIONAL COPIES:**

After award of bid vendor must submit two (2) additional copies of the catalogues, price list and cross reference materials, to 2301 East 65<sup>th</sup> Street, Cleveland, Ohio 44104, Division of Streets.

**C-5 PRICES:**

All prices shall be net (F.O.B. delivered) to the City of Cleveland, no extra delivery charge, Division of Division of Streets, 2301 East 65<sup>th</sup> Street, Cleveland, Ohio 44104. The contract shall be based on the manufacturer's latest standard published price list, less the Federal Excise Tax and the discounts and net exchange of prices stated on the bid form. Any new parts, not contained in the Manufacturer's latest standard published price list accompanying the bid and placed on the market subsequently during the contract period shall be included and be priced at the price set forth in such price list at the time of the order and subject to the discount bid.

**SPECIFICATIONS/DESCRIPTIONS  
OF PRODUCTS AND/OR SERVICES**

**C-6 DISCOUNT:**

Discounts from printed price lists may be plainly shown and the discounts applicable to each page of any catalogue or price list must be clearly stated and signed by the Bidder in ink either on the page itself or by letter attached to and made part of the bid form and noted thereon, which plainly and clearly identified the page and the items on the page to which discount applies. Any discount not clearly stated will be disregarded in determining the lowest and best bid and the price quoted will be considered as a net price as printed.

**C-7 CHANGES IN NUMBER:**

If the number of any item in the parts list is changed or altered by the manufacturer during period of this contract, such change or alteration shall be accepted by the City in lieu of the original part number. The contractor in making any change or alteration of a part number shall notify the Division of Purchases and Supplies.

**C-8 PLACE OF DELIVERY:**

All parts of supplies to be furnished under the terms of this bid shall be delivered to any garage or station of the City of Cleveland, as designated in orders issued by the Commissioner of Purchases and Supplies, without any charge for delivery. (F.O.B. Delivered) Division of Streets, 2301 East 65<sup>th</sup> Street, Cleveland, Ohio 44104, Division of Streets.

**C-9 SPECIAL PROVISION RELATING TO ACCEPTING OF DELIVERY:**

Anything in Paragraph B-25 to the contrary notwithstanding, in the event that the execution of the contract is delayed for any reason beyond the date immediately succeeding the termination of a prior contract for the items which are the subject of this invitation to bid, the date for acceptance of delivery of said items shall be as fixed by the Board of Control Resolution making the award of contract therefore. Should such prior contract not have expired on the date of award of the present contract, then the effective date of the new contract will be the day following the expiration of the prior contract.

**C-10 INSPECTION:**

The City of Cleveland reserves the right to inspect the vendors facility of operation and any subcontractor. If any subcontractors are used list, their names and addresses.

**C-11 QUALITY OF PARTS AND WORKMANSHIP:**

For any rebuilt parts of where any labor may be involved the workmanship shall be performed in accordance with accepted commercial parties and the latest manufacturer's O.E.M. specifications.

**C-12 QUESTIONS OF QUALITY:**

The City of Cleveland reserves the right at random to disassemble and inspect any and all parts supplied by vendor. If parts are found not to be in compliance with O.E.M. specifications for replacement parts and rebuilding the City of Cleveland reserves the right to terminate this contract.

**C-13 WARRANTY:**

All parts and labor must be warranted by the contractor by the contractor. All the work performed by the vendor or the purchase of new parts must be guaranteed to be free from defects in workmanship and material under City of Cleveland normal use and service.

NEW O.E.M. parts and labor:

Six (6) months unlimited mileage.

Vendor must be an authorized dealer of these parts.

**SPECIFICATIONS/DESCRIPTIONS  
OF PRODUCTS AND/OR SERVICES**

**C-14 QUESTIONS ON WARRANTY:**

In the event the City of Cleveland experiences a problem with parts which are still under warranty (or beyond warranty period) and the vendor fails to remedy the problem in a timely fashion then this contract will be subject to cancellation per paragraph B-10 General Conditions.

**C-15 EXCEPTION TO PROVISION:**

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

**C-16 AVAILABILITY TO FURNISH PARTS:**

Since it is necessary for the City of Cleveland, Division of Streets, to order and receive parts on a daily basis the bidder must maintain a Warehouse and stock all the parts necessary on the shelf which can meet City of Cleveland requirements and emergency situations.

**C-17 OBSOLETE PARTS:**

Vendor agrees to review parts during the current requirement contract with City of Cleveland, Division of Streets, to determine obsolete or excessively slow moving parts.

Vendor agrees to accept obsolete parts up to 10% of the annual purchases.

The new contract supplier must evaluate existing inventory of product lines awarded within thirty days. The contract supplier will have the option to re-box, re-label or stock lift inventory.

**C-18 DELIVERY INVOICE:**

Delivery invoice will accompany each order. Vendor will provide two (2) statements for billing purposes, summarizing completed activity to the Division of Streets, 2301 East 65<sup>th</sup> Street, Cleveland, Ohio 44104, by the fifth working day of each month.

**C-19 DELIVERY OF PARTS:**

All parts are to be delivered within twenty four (240 hours after receipt of order (A.R.O.) from the City of Cleveland. Please refer to paragraph B-12 General Conditions, Delay for Causes Beyond Control. If the conditions of B-12 cannot be met vendor's bid will be subject to cancellation per paragraph B-10.

In the event that any vendor cannot deliver the parts due to the conditions set forth in paragraph B-12 General Conditions or for any other reason which may cause delay, the City of Cleveland, Division of Streets reserves the right to purchase items on the open market via Material Requisition basis.

**C-20 LABOR:**

The labor portion of those contract will be used as an OPTION for assistance at the City's discretion as the need arises. The labor rate will not be a major consideration in the bid analysis. This is primarily a parts contract however, we need to know the labor rate for if and when the need arises. Bid one labor rate for all repair work. All work mechanical.

**C-21 WARRANTY DEDUCTIBLE:**

All warranty deductibles (if applicable) shall be billed and paid under this contract.

**C-22 RIGHTS:**

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

SPECIFICATIONS/DESCRIPTIONS  
OF PRODUCTS AND/OR SERVICES

**OEM Manufacturers**

The vendor shall stock parts from the following manufacturers, as well as other trailers  
in the City of Cleveland trailer inventory:

Atwood	Ajax
Century	Cronkhite
Crosley	Custom
Dexter	Dico
Drawtite	Eager Beaver
Fayette	Fulton
Haulette	Heavy Duty
Hutch	Hatfield
Hudson	Magline
Modern	Nordson
Owens	Peterson
Piquea	Parker
Quality	Reddi-Haul
Rodgers	Snow
Totem	Trail King
U. S. Cargo	