



City of Cleveland  
Justin M. Bibb, Mayor

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

May 23, 2024

### ADDENDUM 1

**BID TITLE: File No. 65-24 Snow & Ice Removal**

**BID DUE: Thursday, June 13, 2024 at 12 o'clock noon (Eastern Time)**

**Attention Bidders:**

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

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

1. Since this RC will be under \$50,000, will there be a need for a Bid Bond or Performance Bond? (pg. 2 of Section B).
2. Please add Juneteenth as a holiday.  
(pg. 7 of Section C under Section C-10)
3. Please change contact on page 7 of 10 under Section C-11  
Please change Health Center Director to Health Center Manager  
Please change Commissioner of Health to Frances Mills, 216-857-1991 (cell)
4. Please list/confirm who the buyer for this RFB will be (include email/phone/name).

If you have any questions regarding the attached, please contact Purchasing & Supplies at 216-664-2620. Thank you for your prompt attention and assistance in this matter.

\_\_\_\_\_  
Signature of Potential Bidder & Name of Company

\_\_\_\_\_  
Today's Date

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

**Date of pre-bid meeting:** 05/23/2024

**Time:** 10:05am – 11:05am

Items requested to answer:

1. Since this RC will be under \$50,000, will there be a need for a Bid Bond or Performance Bond?  
(pg. 2 of Section B).
2. Please add Juneteenth as a holiday.  
(pg. 7 of Section C under Section C-10)
3. Please change contact on page 7 of 10 under Section C-11  
Please change Health Center Director to Health Center Manager  
Please change Commissioner of Health to Frances Mills, 216-857-1991 (cell)
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**GENERAL SPECIFICATIONS/DESCRIPTIONS  
OF PRODUCTS AND/OR SERVICES**

**CITY OF CLEVELAND DEPT. OF PUBLIC HEALTH  
HEALTH CENTERS  
SNOW REMOVAL CONTRACT**

**C-1 SCOPE OF SERVICES**

The City of Cleveland Dept. of Public Health is seeking bids to enter into a requirement contract as authorized under Section 181.101. The goods and services to be purchased, if any, shall be for a period of two (2) years with an option to renew for one additional (1) year, exercisable by the City of Cleveland at no additional cost to the City. The goods and services to be furnished shall consist of plowing and salting the health centers (J. Glen Smith Health Center and T.F. McCafferty Health Center. The bidder shall show that he either has available under his direct employment and supervision (or through subcontracting) the necessary organizational, resources and facilities to properly fulfill all the services and conditions required under these specifications.

**C-2 QUALIFICATION OF BIDDERS**

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

- A. That the bidder has maintained an organization capable of performing the work hereinafter described, and the number of years it has been in continuous operation.
- B. The names of the employees in the areas responsible for this contract, their function in the company, title and number of years of service with the bidder's firm and years of experience in the field hereinafter described.
- C. That the employees assigned to this job shall be actively employed by the contractor, and have a minimum of three years' experience (unless otherwise specified in the detailed specification section) with similar equipment in the field.
- D. The present address of the main operating facility of this organization and, if any, the location of the engineering department and the research and development department.

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- E. Location of the bidder facility that will serve this contract shall be conveniently located for rapid response time; that is, within thirty (30) minutes normal travel time from each health center to be serviced.

List source of items, replacement parts and/or supplies, as shown in Part D - Detailed Specifications. Indicate which of the items, replacement parts and/or supplies are available at your facilities and the approximate length of time it would take to obtain those which are not. This information should be listed on Appendix A. If additional space is needed, a separate sheet of paper should be attached behind Appendix A.

### **C-3 CLEVELAND AREA SMALL BUSINESS, MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION**

Prospective bidders are advised that in order to enter into a contract with the City of Cleveland for providing the services outlined in this Invitation to Bid, the successful bidder must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity. Accordingly, prospective bidders are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 (Exhibit "C") and submit those materials with its bid. All schedules must be completed, signed and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's Office of Equal Opportunity for evaluation. The successful bidder will be required to submit to the City's Office of Equal Opportunity a comprehensive work force evaluation and an affirmative action plan no later than sixty (60) days after entering into a contract with the City.

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

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

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

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

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

### **C-4 GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.**

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

Vendor shall show proof of insurance and liability covering all employees. Proof of insurance for all workers and cars used during the time of this contract must be included in the bid package. Proof of insurance will be checked periodically.

A. **Coverage Requirements:** Contractor shall purchase and maintain during the life of this contract Comprehensive General Liability insurance including, but not limited to, bodily injury, property damage, contractual liability, and personal injury coverage naming the City of Cleveland as an additional insured. The coverage shall

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protect the Contractor and any subcontractor performing work under this contract from claims for damage for personal injury, including accidental death, as well as for claims for property damages that may arise from operations under this contract, whether such operations are by the Contractor, by any subcontractor or by anyone directly or indirectly employed by them. *The Contractor will provide an original certificate with an endorsement naming the City of Cleveland as an additional insured to the City's Department of Public Health prior to the execution of the contract.* Such documents shall as to form, coverage, carrier and limits be satisfactory to and approved by the Director of Law. The additional insured coverage provided to the City under Contractor's insurance policy(ies) shall be primary with respect to Contractor's general liability, notwithstanding other insurance covering the City. The amounts of such insurance shall be as described below. NOTE: Self-insurance is not acceptable.

### **B. Limits of Coverage**

The policy or policies of insurance required shall be:

- Bodily Injury Liability - \$1,000,000.00 per accident.
- Property Damage Liability - \$1,000,000.00 per aggregate and
- Comprehensive Automobile Liability - \$1,000,000.00 per accident.

The policy shall contain the following special provisions: "The Company agrees that ten (10) days prior to the cancelation 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 contractor 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. This insurance shall include coverage for damage of property of any nature in the care, custody, or control of the Contractor, or any property over which the Contractor is directly or indirectly exercising physical control by reasons of the work to be performed.

**C. Special Provisions:** The policy or policies shall contain the following special provisions: The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be mailed (by certified mail) to the Director, Department of Public Health, City of Cleveland, 75 Erieview Plaza, 2<sup>nd</sup> Floor, Cleveland, OH 44114.

**D. Indemnification:** The maintenance of the insurance required shall in no way constitute a waiver of legal liability for damages to any City property, buildings or the property of others on the site, whether covered by insurance or beyond the limits of insurance required. The Contractor shall hold the City, its officials, employees, and agents harmless from any injury or damage resulting from negligent or faulty performance by the Contractor or his subcontractors.

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### **C-5 CONTRACT**

The successful bidder ("Contractor") will be issued a delivery order ("DO") by the City setting forth all of the terms of the requirement contract and the obligations and rights of both parties, including the requirements in this bid specification. The DO, bid documents, signed response documents and specifications shall constitute the contract.

### **C-6 METHOD OF AWARD**

The Cleveland Department of Public Health intends to award this contract based on the following conditions:

- A. CDPH intends to award one (1) contract for T.F. McCafferty and J. Glen Smith health centers. Bidder must bid on all items on the Bid – Schedule of Items page herein. (see page 10). Attachments of quotations with expired dates, and any exceptions to the specifications and conditions will be considered as a non-responsive bid and rejected. The basis for award will be based on the overall total unit prices quoted to the Dept. of Public Health. The Dept. of Public Health will award one (1) contract for all locations specified.
- B. Location of the bidder facility that will serve this contract shall be conveniently located for rapid response time; that is, within thirty (30) minutes normal travel time from each health center to be serviced.

### **C-7 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall take all necessary precautionary measures and shall perform the work required for this contract in such a manner as to adequately protect people and safeguard property and existing facilities in place from any damage due to operations. Any damage to existing facilities caused by the Contractor's operations or equipment shall be satisfactorily replaced or repaired by the Contractor at his/her own expense.

### **C-8 INDEMNITY CLAUSE**

The contractor will indemnify, keep and save harmless the City of Cleveland, Ohio and their respective officers, agents and employees; and all additional insured and their respective officers, agents and employees, against all suits or claims that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of this contract by the contractor, or as a result of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the

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contractor or his/her employee, and whether or not the person(s) injured or whose property was damaged were third parties, and the contractor shall at his/her own expense defend the City of Cleveland, and all additional insured, in all litigation, pay all attorney's fees and call costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and, at his/her own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents, or employees; or any additional insured, or any of its officers, agents or employees. Nothing herein shall be construed to limit the contractor's indemnification obligations to the limits of insurance provided. The indemnification obligations shall survive any termination of the contract.

In any and all claims against the City and its officers, agents or employees; or any additional insured or its officers, agents or employees, by any employee of the contractor, subcontractors, its agents, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the paragraph above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor, subcontractors or other person under applicable workers' or workmen's compensation benefit or disability laws, it being clearly agreed and understood by the parties hereto that the contractor expressly waives any immunity the contractor might have had under such laws. By executing the contract, the contractor acknowledges that the parties have mutually negotiated the foregoing waiver.

### **C-9 CONTRACTOR'S RESPONSIBILITY TO OWNER**

The bidder shall include costs for all work, equipment, materials, and personnel necessary for completion of the job in its gross price bid services for each pair of Health Centers or all Health Centers. Contractor shall prepare a schedule for the planning and coordination of all work to be performed under this contract, except as otherwise expressly required in the contract. The Director of Public Health must approve the schedule in writing before the start of contract work.

### **C-10 HOURS OF OPERATION**

The operational hours are defined as follows:

J. Glen Smith Health Center

11100 St. Clair Ave.

Cleveland, OH 44108

Monday, Wednesday, Thursday, Friday, 8:00 a.m. – 5:00p.m.

Tuesday: 8:00 a.m. – 8:30 p.m.

2<sup>nd</sup> Saturday of each month: 7:30 a.m. – 12:30 p.m.

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McCafferty Health Center

4242 Lorain Ave.

Cleveland, OH 44114

Monday, Tuesday, Wednesday, Friday: 8:00 a.m. – 5:00 p.m.

Thursday: 8:00 a.m. – 8:30 p.m.

1<sup>st</sup> Saturday of each month: 7:30 a.m. – 12:30 p.m.

Set forth below is a City of Cleveland holiday schedule:

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Juneteenth and Christmas Day.

### **C-11 CITY OF CLEVELAND DEPT. OF PUBLIC HEALTH (CDPH) CONTACT PERSONS**

In case of a problem or emergency, i.e., the inability to perform snow removal, please contact the Health Center Manager for assistance or ask for a City of Cleveland personnel in the event the Health Center Manager is not available.

In all emergency situations, you must contact the Health Center Manager, Kathy Rothenberg-James, at 216-857-7467 (cell). In cases of the Health Center Manager being unavailable, please contact the Commissioner of Health, Frances Mills at 216-857-1991 (cell).

### **C-12 PRICING**

All pricing for this contract is determined by each "push" at each health center. Therefore, there will be three (3) different pricings: One for salting only, one for plowing only and one for salting and plowing. (See Schedule of Items).

### **C-13 DURATION OF CONTRACT**

This contract, to be executed with the successful bidder shall be effective upon its execution and approval by the Director of Public Health of the City of Cleveland, and continue for a period of up to two years with an option to renew. The contract shall be effective upon signature and issuance of the purchase order by the Commissioner of Purchases and Supplies, and shall remain in effect for a period of up to six (6) months starting in November 1 and continuing through April 30 of each year. The period of the contract may be extended further by the City of Cleveland by Delivery Order or until expiration of the contract, but shall in no case exceed \$250,000.00.

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### **C-14 DOCUMENTATION TO BE SUBMITTED WITH THE BID**

Failure of the bidder to supply all data requested in this request for bids may cause the bid to be incomplete and non-responsive.

### **C-15 INSPECTION**

All bidders are required to inspect the work sites identified in this Invitation to Bid and will be afforded the opportunity to do so through the Health Center Manager. Each bidder is responsible for visiting the sites and ascertaining for themselves that they are able to perform the Work.

### **C-16 REFERENCES**

The bidder shall submit with the bid a list of at least three (3) organizations (business only please) in which the bidder furnished services under the terms of the bid. The list shall include the name of the contact person, the name of the organization and a telephone number and email for the contact. City of Cleveland employees may not be used as references.

### **C-17 PROTECTION OF CITY PROPERTY**

It is the Contractor's responsibility to protect the City's personnel and property from damage during the performance of services. Injury or damage as a result of the Contractor's negligence is the sole responsibility of the Contractor.

### **C-18 CLEANING UP, WASTE DISPOSAL, ENVIRONMENTAL CONTROL**

Contractor shall, and upon completion of the work, leave the site of the work in a safe, secure and proper condition.

Contractor shall comply with all federal, state and local environmental statutes, ordinances and regulations ("Environmental Laws"), including emergency planning and community right-to-know laws, and shall, in cooperation with the City, when necessary, obtain any necessary permits and comply with all reporting requirements required by such Environmental Laws. Contractor shall provide the City with copies of all documents submitted to federal, state, and local environmental agencies.

Contractor shall not treat, store, or dispose of any hazardous waste or hazardous substance on the work site, or allow such wastes or substances to be released to the

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environment. Any penalty or other liability arising from Contractor's failure to comply with Environmental Laws shall be the responsibility of the Contractor.

Contractor shall supply a Material Safety Data Sheet (MSDS) to the extent required by law but within forty-eight (48) hours of material(s) arrival. Such MSDS shall conform to the requirements of the OSHA's Hazard Communications Regulations for completeness and accuracy of information and shall be available for inspection with the Superintendent.

### **C-19 OEO PARTICIPATION GOALS** (Supplemental to A-17, A-18, and B-23)

Under Chapter 187.13C of the Codified Ordinances, the OEO participation goal for this requirement contract(s) 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 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://cleveland.diversity compliance.com>. On the website, click on CSB/MBE/FBE Registry.

### **C-20 SAFETY PROCEDURES**

Inasmuch as the work area will be accessible to and used by City and the public during the contract period, it is the Contractor's responsibility to place each snow removal area in a safe condition, reasonably free from nuisance with respect to ice and snow. Should the City find the area unsafe at any time, it will notify the Contractor and the Contractor shall immediately enforce steps as necessary to remedy the unsafe condition.

### **C-21 PRE-BID CONFERENCE**

- A. The non-mandatory pre-bid conference will be waived due to the current pandemic.
- B. Please be advised that **all questions must be received** by the Division of Purchases and Supplies at City Hall, located at 601 Lakeside Avenue, Room 128,


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Cleveland, OH 44114, in writing either by email or fax  
([igilliam@city.cleveland.oh.us](mailto:igilliam@city.cleveland.oh.us) or (216) 664-2275) 12:00 p.m. local time  
at a time specified by Purchasing.

# Non-Mandatory Pre-Bid Meeting

Thursday, May 23, 2024 @ 10:00am

Location: J. Glen Smith Health Center, 11100 St. Clair Ave., 44108

Name (printed)	Signature	Email Address (work)	Telephone Number (work)
1. Darmisha Alphabet	M. Alphabet	teelasmanagement@gmail.com	216-333-7926
2. Keith Hemphill		whpblowoodlandscapes@gmail.com	216-352-3100
3. Wallace Thomas	Wallace Thomas	wallace@bpcbeautiful.com	216-410-9990
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