



12650 DETROIT AVENUE • 44107 • 216/521-7580

CITY OF LAKEWOOD
PURCHASE OF DIESEL FORKLIFT
Bid No. 18-011

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NOTICE TO BID

PURCHASE OF DIESEL FORKLIFT Bid No. 18-011

Sealed bids will be received by the City of Lakewood, 12650 Detroit Ave., Lakewood, OH 44107 no later than 10:00 AM, Eastern Standard Time, on Friday, June 22, 2018. Bids received after the deadline will not be accepted or considered. The official time for determining whether a bid has been submitted in a timely manner is based on the clock in the Dept. of Finance. Bids received by the deadline will be publicly opened and read aloud shortly after the deadline.

Specifications will be available online at www.onelakewood.com.

All bids in excess of \$7,500.00 shall be accompanied by a "Bid Bond" for the full amount (100%) of the bid executed by a surety authorized to do business in the State of Ohio, or a certified check, cashier's check or money order drawn on a solvent bank or savings and loan association in the amount of ten (10%) percent of the bid, or amount specified in the bid instructions, whichever is less, and made payable to the City of Lakewood, as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

Except as provided in the Instructions to Bidders, a Bidder may not withdraw a bid within sixty (60) days after the actual date of the opening thereof. The City of Lakewood reserves the right to reject any and all bids and to waive any informalities, technical deficiencies or irregularities and to award the contract(s) thereunder to the lowest and best remaining Bidder as determined at the discretion of the City of Lakewood.

Kim Smith
Purchasing Manager

Publish Date: June 8, 2018

CITY OF LAKEWOOD, OHIO

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS

Article 1. Complete Competitive Sealed Bid with Authorized Signature.

Bidders must submit a complete, signed competitive sealed bid, which at a minimum must include all of the pages of the invitation to bid that required the bidder to respond and any additional information or samples required by the invitation to bid. Bids must be signed, in ink, on the bid form page of the invitation to bid.

- 1.1 Bids must be signed by a duly authorized agent possessing authority to obligate the company.

Article 2. Advertisement

In accordance with the Codified Ordinances of the City of Lakewood Administrative Code 111.04, an advertisement was published not less than once in a newspaper of general circulation within the City for the products or services specified in this bid document.

Article 3. Bid Bond, Certified or Cashier's Check

Each bid shall be accompanied by a bid bond for the full amount (100%) of the bid executed, or by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank or Savings and Loan Association in the sum of ten percent (10%) of the bid or the amount specified on page 7 in the bid document, made payable to the City of Lakewood.

- 3.1. The bid bond, certified or cashier's check shall be forfeited and the principal amount of said bid bond shall be paid to the City, or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure to enter into contract as above described. The bid bond or check will be released or returned to the bidder in case his bid is rejected.

If the bid is accepted, the bid bond or certified or cashier's check will be returned after the contract has been signed. The bid bond or certified 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 his contract, or if he fails to do so, said bid bond or check shall be further retained until the second lowest and best bidder shall have signed and properly secured the contract awarded to him; and in default thereof the certified or cashier's check shall be forfeited to the City as liquidated damages.

Article 4. Manufacturer's Name

- 4.1. The mention of the name of any manufacturer or trade name in the specifications is only for the purpose of designating a standard of quality and type.
- 4.2. Bidders shall state in their bids the name of the manufacturer and the trade name of any of the items they propose to furnish.
- 4.3. Any items other than those brands specified in the bid specifications require approval of the Purchasing Division. The items offered must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions.
- 4.4. In the event that any equipment is to be furnished by the terms of this bid, such equipment shall be provided with safety controls, guards, and housings 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 in the bid for such equipment.

Article 5. Warranties

Warranty/guarantee information shall accompany the bid indicating the type of coverage and length of the coverage. The warranty must be a written manufacturers warranty for the equipment bid. A written contractors warranty shall accompany bids for service, repairs, etc.

Article 6. Delivery of Bids

- 6.1. **When Bids may be Delivered.** The City of Lakewood ("City") must receive sealed bids no later than the advertised time on the day the bids are scheduled for opening. City receives bids during the hours of 8:00 AM through 5:00 PM, Monday through Friday, except holidays. City does not accept bids with insufficient postage or collect on delivery.
- 6.2. **Where Bids must be Delivered.** Bids must be delivered to the following address:

City of Lakewood
Purchasing Division
12650 Detroit Avenue
Lakewood, OH 44107

- 6.3. **How Bids may be Delivered.** Each bid must be submitted in a sealed envelope with the bid number clearly marked on the outside of the envelope; on the lower left-hand corner. If a bidder uses an express mail or courier service, the bid number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope, with the bid number clearly marked on the inside envelope. A bid that is not properly and clearly marked and is inadvertently opened before the scheduled bid opening time, will not be evaluated for contract award.
- 6.4. **Late Bids.** Bids must be delivered to the Purchasing Division no later than the advertised time on the day the bids are scheduled for opening. Late bids will **NOT** be accepted.

Article 7. Bids are Public Record

- 7.1. Interested bidders may attend the opening of the bids.
- 7.2. After bids are opened and reviewed by the Purchasing Division, they are available for public review. An appointment to review the bids can be made by contacting the Purchasing Division at (216) 529-6075.

Article 8. Interpretation of Bid Specifications

- 8.1. **Bidder May Request Clarification.** If a bidder discovers an inconsistency, error or omission in this invitation to bid, the bidder should request clarification from the Purchasing Division by letter or through the internet. Bidders should make their requests for clarification a minimum of five (5) working days before the date of bid opening.
- 8.2. **City Modifications through Written Addendum.** When it is necessary to modify an invitation to bid, City does so by written addendum.
- 8.3. **Damages Arising from Bid Specifications.** A bidder may not be compensated for damages arising from inaccurate or incomplete information in the invitation to bid specifications or from inaccurate assumptions based upon the specifications.

Article 9. Evaluation of Bids. The contract will be awarded to the lowest and best responsive and responsible bidder as determined by the City of Lakewood.

- 9.1. **Lowest Bidder.** A bidder is lowest if its bid offers the lowest-cost supply or service in comparison to all other bidders. While bidders may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest bidder.
- 9.2. **Responsive Bidder.** A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.
- 9.3. **Responsible Bidder.** City determination of a bidder's responsibility includes the following factors:
 - a) the experience of the bidder
 - b) the bidder's financial condition
 - c) the bidder's conduct and performance on previous contracts
 - d) the bidder's facilities
 - e) the bidder's management skills
 - f) the bidder's ability to execute the contract properly
- 9.4. **Tied Bids.** If two or more bidders offer the same cost and both are determined to be responsive and responsible, City will allow preference for the bidder located within the City of Lakewood, then will allow preference based on geographic distance from the City, lastly the City may break the tie with the flip of a coin. City may assign "heads" and "tails" to the bidders. The coin flip may be conducted in the presence of the bidders, if they elect to be present, and is the final determination of the lowest, responsive and responsible bidder.

- 9.5. **Rejected Bids.** City may reject any bid, in whole or in part, if any of the following circumstances are true:
- a) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the invitation to bid
 - b) the cost of the lowest responsive and responsible bid is excessive in comparison with market conditions or with the purchasing agency's available funds
 - c) City determines that awarding any item is not in its best interest
 - d) Bidder is in arrears or in default upon any debt or contract or has failed to perform faithfully any previous contract with the city.
 - e) The City, through the Board of Control, reserves the right to reject any or all bids, and any part or parts or any bid, and also, the right to waive any informalities in the bid. In awarding the contract, the City reserves the right to consider in addition to price and discount, all elements entering into the question of determining the ability of the bidder to perform the contract satisfactorily. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause of rejection of bid.

Article 10. Withdrawal of Bids

- 10.1. **Withdrawal before Bid Opening.** A bidder may withdraw its bid by written request any time after City receives the bid and before bid opening.
- 10.2. **Withdrawal after Bid Opening.** A low bidder may by written request withdraw its bid after bid opening, if there is reasonable proof that an inadvertent mistake was made and the correction can not be determined with reasonable certainty. "Inadvertent" means inattentive or unobservant; heedless; due to oversight; unintentional. If City suspects that the lowest bid contains a mistake, City may ask the bidder for written confirmation of its bid.

Article 11. Correction of Bids

- 11.1. **Correction before Bid Opening.** If a bidder withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the bidder. The omission of a bidder's signature or initials to a modification may result in the bid being determined to be not responsive.
- 11.2. **Correction after Bid Opening.** City may permit a bidder alleging an inadvertent error to correct its bid, after opening, only if the mistake and the correction are clearly evident from the bid and correction does not otherwise give the bidder an unfair competitive advantage.

Article 12. Bids are Firm for 60 Days.

Once opened all bids are irrevocable for 60 days.

Article 13. Requests for Revisions or Additions to the Contract. Bidders are required to comply with all of the terms and conditions of the invitation to bid, whether the bidder had actual knowledge of the terms and conditions of the invitation to bid and regardless of any statement or omission in the bid that might indicate a bidder's contrary intention. City will not agree to any additional or inconsistent terms or conditions proposed by the bidder. The terms and conditions of the invitation to bid prevail over any inconsistent or additional terms or conditions of the bid.

Article 14. Information Requested. City may request additional information to evaluate a bidder's responsiveness to the invitation to bid or to evaluate a bidder's responsibility. If a bidder does not provide the requested information, it may adversely impact City's evaluation of the bidder's responsiveness or responsibility.

Article 15. Samples. City may require bidders, by invitation to bid or by request during evaluation, to provide sample supplies or equipment or examples of work, at the bidder's expense. Samples must clearly identify the bidder, the bid number, and the item the sample represents in the bid. City will return samples that are not destroyed by testing, at the bidder's expense, upon the bidder's timely request. City may keep the samples of the bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this invitation to bid will not be evaluated and City may dispose of them in any way it chooses.

Article 16. Forms and Affidavits. Each bidder shall submit with their bid the following forms and affidavits:

- 16.1. **Affidavit of Non-Collusion.** Each bidder is required to submit with their bid an affidavit stating that neither he nor his agents, nor any other party for him 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 agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached. Failure to include this completed and notarized form with the bid submission will result in the bid being considered non-responsive.
- 16.2. **Personal Property Tax Affidavit.** After the award of any contract let by the competitive bid process and prior to the time the contract is entered into, the person making a proposal shall submit to the fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the proposal was submitted with any delinquent personal property taxes on the general tax list of personal property of any country in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the country treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as apart thereof.

- 16.3 **MacBride Principles Disclosure Form.** Each bidder is required to submit with their bid a completed MacBride Disclosure Form indicating whether or not the proposer is engaged in any business or trading for profit in Northern Ireland.
- 16.4 **Insurance Requirements Checklist.** In some cases, the bidder awarded the contract to supply materials, equipment or services will be required to provide an insurance certificate naming the City of Lakewood as an additional insured. Required coverage's will be indicated on the "Insurance Requirements Checklist" which is enclosed.
- 16.5 **Bidders Qualification Statement.** Each bidder is required to submit a bidder qualification statement indicating the company is capable of providing the equipment, materials or services requested in the invitation to bid.
- 16.6 **References.** Each bidder shall provide a list of references for which your firm has supplied equipment, materials or services similar in type and value to that proposed for the City of Lakewood.

BOND REQUIREMENTS

BID BOND

The Bid Bond requirement for this bid is:

_____ A. _____ % of the total bid amount.

X B. **\$500.00, Five Hundred Dollars**

The Surety/Performance Bond is not the same as a Bid Bond. Bid Bonds are required on all bids. Bids submitted without a Bid Bond will be rejected as a non-responsive bid.

SURETY BOND – PERFORMANCE BOND

The successful bidder to whom a contract is awarded shall furnish to the City of Lakewood, a good and sufficient bond of a surety company authorized to do business in the State of Ohio, in the sum indicated below to guarantee the faithful performance of the terms of this agreement. Said bond shall be subject to the approval of the Law Director of the City of Lakewood.

Amount of Surety Bond required for this contract is:

_____ A. _____ % of the total bid amount.

_____ B. \$ _____, _____ Dollars

_____ C. Surety Bond not required for this bid.

CITY OF LAKEWOOD, OHIO

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

Article 1. Contract Components; Entirety; Changes; Interpretation

- 1.1. **Contract Components.** This contract consists of the complete invitation to bid, including the instructions to bidders, the bid specifications, the contract terms and conditions and any written amendments to the invitation to bid; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid City of Lakewood purchase orders or other ordering documents ("Contract").
- 1.2. **Entire Agreement; Parties to the Contract.** This Contract is the entire agreement between the contractor ("Contractor") and the City of Lakewood.
- 1.3. **Contract Changes; Waiver.** Changes or modification to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any term of this Contract, the party has not waived or relinquished of any of its rights; the party may at any later time demand strict ad complete performance of the term.
- 1.4. **Headings.** The headings used throughout this Contract are for convenience only; they are not to be used to interpret the terms or conditions of this Contract.

Article 2. Contract Orders. Orders must be made by purchase order. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for a renewal.

Article 3. Social Securities Act. The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by the contractor on work performed under 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 any duly authorized State or Federal officials; and said contractor also agrees to indemnify and save harmless the City of Lakewood from any such contributions or taxes or liability therefor.

Article 4. Compensation. In consideration for Contractor's performance the City will pay Contractor at the rate specified in the Contract.

- 4.1. **Payment Due Date.** The City will make payments under this Contract no later than the 30th calendar day from the day it receives an invoice that conforms to the City's current policy, for the supplies or services it has accepted.
- 4.2. **Interest on Overdue Payments.** The City will determine and pay interest for overdue payments on proper invoices in accordance with Section 126.30 of the Revised Code.
- 4.3. **Taxes.** City of Lakewood is exempt from all federal, state and local taxes.

Article 5. Time of Performance

- 5.1. **Term of Contract.** This Contract is effective upon the projected beginning date on the invitation to bid cover page or upon signature of City whichever is later in time. This Contract will remain in effect for one full year from the date of award or until the Contract is fully performed by both parties or until it terminates in accordance with the Ohio constitutional or statutory limitations in this Article, Section 5.3, or until it is cancelled or terminated in accordance with Article 7, whichever occurs first.
- 5.2. **Contract Renewal.** This Contract may be renewed by agreement any number of times for any period of time. The cumulative time of all renewals may not exceed three (3) years.
- 5.3. **Contract Limitations.** The Delivery of any materials, supplies or equipment under the contract which do not in all respects conform to these specifications, will be rejected and the supplier notified at once of such rejections and the reason therefor, which notice shall be confirmed in writing. If the supplier fails to effect immediate replacement of such rejected materials, supplies or equipment with materials, supplies or equipment meeting the requirements of the order and of these specifications, the City of Lakewood will purchase in the open market materials, supplies or equipment of the character required under the order up to the amount rejected, and the said supplier and his surety shall be liable to the City of Lakewood for any excess cost and expense occasioned thereby to the City.
 - a) **Appropriation of Funds.** The City's funds are contingent upon the availability of lawful appropriations by Lakewood City Council. If the City Council fails at any time to continue funding for the payments or any other obligations due by the City under this Contract, the City will be released from its obligations on the date funding expires.
 - b) **Certification of Funds.** Under Revised Code Section 126.07, this Contract is not valid unless and until the Director of Finance certifies that there is a balance in the appropriation not already obligated to pay existing commitments.

Article 6. Delivery

- 6.1. **F.O.B. the Place of Destination.** Contractor must provide supplies under this Contract F.O.B. the place of destination. The place of delivery will be specified on the purchase order or other ordering document.
- 6.2. **Time of Delivery.** If Contractor is not able to deliver the supplies or services on the date and time specified on the City's ordering document, Contractor must coordinate an acceptable date and time for delivery with the City. If Contractor is not able to or does not provide the supplies or services to the City by the date and time provided on the City's ordering document or by the date and time later agreed upon, the City may obtain any remedy under Article 7 of this Contract or any other remedy at law.

Article 7. Contract Cancellation; Termination; Remedies

- 7.1. **Contract Cancellation.** If Contractor fails to perform any one of its obligations under this Contract it will be in default and City may cancel this Contract, in accordance with this section. The cancellation will be effective when City sends it.
 - a) **Contract Performance Substantially Endangered.** If Contractor's default is so substantial that it may not be able to be cured within a reasonable time or if City determines that the performance of the Contract is substantially endangered through no fault of the City, City may cancel this contract by written notice to Contractor.
 - b) **Cancellation for Unremedied Default.** If Contractor's default may be cured within a reasonable time, City will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure its default within the time required by City, City may cancel the contract by written notice to Contractor. If City does not give timely notice of a default to Contractor, City has not waived any of its rights or remedies concerning the default.
 - c) **Cancellation for Persistent Default.** City may cancel this Contract by written notice to Contractor for defaults that are cured but are persistent. "Persistent" means three or more defaults. After City has notified Contractor of its third default, City may cancel this Contract without providing Contractor with any opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related in any way.
 - d) **Cancellation for Financial Instability.** City may cancel this contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

- e) **Cancellation for Delinquency; Violation of Law.** City may cancel this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. However, City may not cancel this Contract if Contractor has entered into a repayment agreement with which Contractor is current. City also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract.
- 7.2. **Contract Termination.** City may terminate this contract for convenience with 30 days written notice to Contractor.
- 7.3. **Remedies for Default**
- a) **Actual Damages.** Contractor is liable to the City of Lakewood for all actual and direct damages caused by Contractor's default. The City may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The City may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
 - b) **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the City may recover liquidated damages in the amount of 1% of the value of the order, or \$100.00 per day, whichever is less, for every day the default is not cured by Contractor or by substitute performance.
 - c) **Deduction of Damages from Contract Price.** The City may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, with City's prior written notice to Contractor.

Article 8. Force Majeure. If the City or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; arrests; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

Article 9. Delegation of Duty and Assignment of Rights

- 9.1. **City Consent to Delegate.** Contractor may not delegate any of its duties under this Contract unless City consents to the delegation in writing. City consent to the delegation is not City's agreement to release Contractor from its duties under this Contract.

- 9.2. **City Consent to Assign.** Contractor may not assign any of its rights under this Contract unless City consents to the assignment in writing. Any purported assignment made without City's written consent is void. City may assert against an assignee any claim or defense City may have against the assignor.
- 9.3. **Antitrust Assignment to City.** Contractor assigns to City all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the City will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.
- 9.4. **Patents.** The contractor shall 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 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.

Article 10. Requirements Contract. The quantity of supplies or services to be provided under this Contract is the quantity determined by the actual, good faith, estimated requirements of the City. Supplies or services may be purchased from another contractor if the following conditions apply:

- 10.1. **Large quantities.** The supplies or services to be purchased were not anticipated by City at the time this Contract was let and the supplies or services are required in a large quantity.
- 10.2. **Unique or Unusual Nature.** The supplies or services to be purchased are unique or unusual from the supplies or services provided under this Contract.
- 10.3. **Emergency Purchase.** The agency requires the supplies or services to remedy an emergency and Contractor is not able to provide the supplies or services, as the emergency requires.

Article 11. Subcontracting. Contractor must identify its subcontractors, suppliers and joint venturers for the performance of this Contract. Contractor must supplement its list of subcontractors, suppliers or joint venturers, if Contractor's subcontractors, suppliers or joint venturers change during the term of this contract.

Article 12. Price Adjustments

- 12.1. **Price Increases.** If the Special Contract Terms and Conditions provide for a price increase, Contractor may request a price increase in accordance with the Special Contract Terms and Conditions.
- 12.2. **Price Decreases.** If Contractor experiences a decrease in its cost to provide the supply or service to the City, Contractor may provide a price decrease to the City.

Article 13. Equal Employment Opportunity. Contractor must comply with all federal and state laws pertaining to equal employment opportunity, including federal and state executive orders. Contractor will not by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any person in the hiring of employees for the performance of work under this Contract. Contractor, Contractor's subcontractors and any other agent acting on behalf of Contractor may not discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

Article 14. Drug-Free Workplace. Contractor must comply with all applicable state and federal laws regarding a drug free workplace. Contractor must exert good faith efforts to ensure that its employees do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on city property.

Article 15. Survivorship. In addition to Article 7, Section 7.3, Remedies for Default, of this Contract, the following Articles 15 through Article 20, survive the expiration of this Contract.

Article 16. Indemnification. Contractor will indemnify the city, including its public officials and employees, for any and all claims, damages, lawsuits, costs, judgements, expenses, and any other liabilities that may arise out of or are related to Contractor's, including Contractor's employees and agents, performance under this Contract.

Article 17. Confidentiality. Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract, without written permission from City. Contractor must assume that all city information, documents, data, records or other material is confidential.

Article 18. Publicity. Contractor and its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by City.

Article 19. Governing Law; Severability. The laws of the state of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court in Cuyahoga County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

Article 20. Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Article 21. City Income Tax. The City of Lakewood levies an Income Tax on all persons working or residing within the corporation limits. The contractor shall contact the City of Lakewood Income Tax Department for the procedure used in collecting this tax.

CITY OF LAKEWOOD, OHIO DETAILED SPECIFICATONS

PURCHASE OF DIESEL FORKLIFT Bid No. 18-011

INTENT:

The City of Lakewood, Ohio (city) is seeking bids from qualified vendors for the purchase of one (1) New Diesel Forklift, for use by the Department of Public Works, Division of Refuse and Recycling.

EQUIPMENT DESCRIPTION:

Submitted bid shall be equivalent to, or exceed the following requirements:

- Toyota 8FDU32 or equivalent
- Diesel powered engine
- 6,500lb. lift capacity @ 24" load center
- System of Active Stability
- Automatic Fork Leveling
- Solid Pneumatic Tires
- Load Side shift capability
- Active Mast Function Controller
- Automatic Transmission
- Adjustable headlights with guards
- LED rear combination lights
- Back up Beeper
- Strobe light
- Rubber non slip floor mat
- Must include one additional set of serviceable filters

Submitted bid must include two (2) copies of parts and service manuals in either print or digital format.

Unit shall be equipped as specified; including all manufacturer advertised standard equipment. Unit shall be a new currently manufactured model. All equipment will be delivered as per submitted bid.

EXCEPTIONS TO SPECIFICATIONS:

Indicate all exceptions to the specifications as described in this bid document on the attached Substitution Sheet.

WARRANTY:

Identify manufacturer warranty for unit, including additional distributor warranty on parts and labor.

**CITY OF LAKEWOOD, OHIO
DETAILED SPECIFICATONS**

**PURCHASE OF DIESEL FORKLIFT
Bid No. 18-011**

REPAIR PARTS:

A written statement of bidder's ability to furnish repair parts shall accompany bid. Bidder shall state their ability to, and intention to enter into a parts requirement contract for one (1) year period, if required by the City.

PLACE OF DELIVERY:

Complete unit shall be delivered to the Department of Public Works, Division of Fleet, 12650 Detroit Ave., Lakewood, OH 44107, on the ground, assembled, serviced and ready for operation. Delivery of this equipment will not be accepted on Saturday, Sunday, or holidays, and no later than 3:00 PM on regular business days. Please contact Division of Fleet Manager, James Holman, for delivery notification at 216-529-6647.

DELIVERY TIME:

Bidder must clearly state a proposed delivery date, after receipt of order.

TESTING:

Division of Fleet Manager, James Holman, will confirm adequate operation of unit prior to release of payment.

BID FOR: **PURCHASE OF DIESEL FORKLIFT**

BID NUMBER: **18-011**

BID DATE: **FRIDAY, JUNE 22, 2018 10:00 AM**

NAME OF BIDDING FIRM: _____

ADDRESS: _____

_____ CITY STATE ZIP

PHONE NUMBER: _____ FAX NUMBER: _____

BY: _____
SIGNATURE TAX ID NUMBER

NAME: _____
PRINTED EMAIL ADDRESS

TITLE: _____

THE PRICE QUOTED SHALL BE COMPLETED WITH ALL LABOR, INSURANCE, MATERIALS, TRANSPORTATION, PERMITS, ETC. INCLUDED. NO ADDITIONAL FEES, CHARGES, OR EXPENSES MAY BE ADDED TO THE PRICE QUOTED.

BASE BID: PURCHASE OF DIESEL FORKLIFT

MANUFACTURER _____ \$ _____

MODEL _____

Submitted bid shall include (2) copies of parts/service manuals in either print or digital format.

IDENTIFY WARRANTY: _____

DELIVERY OF UNIT: _____ DAYS

*after receipt of order

CITY OF LAKEWOOD

STATEMENT OF NO BID

If Contractor/Vendor is not bidding on the goods and/or services as stated in this ITB (Invitation to Bid) or RFP (Request for Proposal), please complete and return this form to:

**CITY OF LAKEWOOD
Division of Purchasing
12650 Detroit Avenue
Lakewood, OH 44107**

Name of Firm: _____

Address: _____

Signature: _____

Telephone No. _____ Date: _____

Bid/RFP No. _____ Bid/RFP Name: _____

The above has declined to submit a bid response for the following reason(s)
(Please check all that apply):

_____ Specifications to "restrictive", ie: goods offered by our Company do not meet stated specifications

_____ Specifications unclear (Please Explain)

_____ We do not offer this commodity and/or service or an equivalent

_____ Insufficient time to respond to the ITB/RFP

_____ Our schedule would not permit us to perform

Remarks: _____

SUBSTITUTION

Proposals shall be based upon the make and type of materials and equipment set forth in the Technical Specifications, which begin with General Requirements. In order not to jeopardize consideration of this bid, the Bidder must submit his or its bid as specified. Bidders may, on the Substitution Sheet attached to the Bid Form, quote substitutions for which consideration is desired, showing the addition or reduction in price to be made, for each substitution accepted, or stating "No Change in Price," if no such addition or reduction will occur.

SUBSTITUTION SHEET

Substitutions are submitted for consideration on the Substitution Sheet attached to the Bid Form. Bidder to state either yes or no.

YES _____ NO _____

SUBSTITUTION SHEET

Refer to STANDARDS - SUBSTITUTIONS, Article 3 of "INSTRUCTIONS TO BIDDERS," regarding the use of materials or methods other than Standards. All bids must be based on the Standards specified in the Contract Documents.

Bidder is to list here any Substitutions for which considerations desired, showing the addition or reduction in price to be made for each, if the Substitution is accepted by the City, or indicating "No Change in Price," if none is proposed.

BRAND OR NAME SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT

It is understood and agreed that the bid submitted is based on furnishing named materials and methods as specified in the Contract Documents (the "Standards") and that the City is entitled to require that such named materials and methods be incorporated in the Work, except as Substitutions for the same, based on the supplementary quotations entered above, are accepted and subsequently made a part of the contract in writing.

Forms and Affidavits

Each bidder shall submit with their bid with the following forms and affidavits:

Affidavit of Non-Collusion

Each bidder is required to submit with their bid response an affidavit stating that neither he nor his agents, nor any other party for him 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 agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form, which is hereto attached & notarized

Ethics Affidavit

Each bidder is required to submit with their bid/proposal a completed Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code. This affidavit must be on the form, which is hereto attached & notarized.

Personal Property Tax Affidavit

After the award of any contract let by the competitive bidder process and prior to the time the contract is entered into, the person making a bid shall submit to the fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as apart thereof.

MacBride Principles Disclosure Form

Each bidder is required to submit with their bid/proposal a completed MacBride Disclosure Form indicating whether or not the bidder is engaged in any business or trading for profit in Northern Ireland.

Insurance

In some cases, the bidder awarded the contract to supply materials, equipment or services will be required to provide an insurance certificate naming the City of Lakewood as an additional insured. Required coverage will be indicated on the "Insurance Requirements Checklist" which is enclosed.

NON-COLLUSION AFFIDAVIT

State of _____,

County of _____, SS

_____ (the "Affiant"), being first duly sworn according to law states:

1. Individual Only: That the Affiant is an individual doing business under the name of _____ in the City of _____, State of _____;

Partnership Only: That the Affiant is the duly authorized representative of a partnership doing business under the name of _____ in the City of _____, State of _____;

Corporation Only: That the Affiant is the duly authorized, qualified and acting _____, a corporation organized and existing under the laws of the State of _____; and that the Affiant of the partnership or corporation referred to above, as applicable, is filing herewith a bid to the City of Lakewood in conformity with the Contract Documents;

2. Individual Only: Affiant further states that the following is a complete and accurate list of the names and addresses of all persons interested in the contract for which the bid is being filed:

Affiant further states that the following attorneys represent Affiant:

Partnership Only: Affiant further states that the following is a complete and accurate list of the names and addresses of the members of the partnership:

Affiant further states that the following attorneys represent the partnership:

3. Corporation Only: Affiant further states that the following is a complete accurate list of the officers, directors and attorneys of the corporation:

President -

Vice President -

Secretary -

Treasurer -

Attorneys -

Directors -

and, that the following officers are dully authorized to execute contracts on behalf of the corporation:

4. Affiant further states 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 fraudulent; that the Bidder has not directly or indirectly, induced or solicited any other Bidder to file a fraudulent bid, and has not, directly or indirectly, colluded, conspired, connived, or agreed with any Bidder or anyone else to file a fraudulent bid or to refrain from bidding; that the Bidder has not in any manner directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the Bidder or of any other Bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other Bidder, or to secure any advantage against the City or anyone interested in the contract for which the bid is filed; that all statements contained in the bid are true; that the Bidder has not directly or indirectly submitted the Bidder's bid price or any breakdown thereof of 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 herein disclosed to have a partnership or other financial interest with said Bidder; and that the 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 the contract above referred to in the event the same is awarded to

(Name of Bidder)

Further Affiant says not.

Affiant

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

Notary Public

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to compliance with Section 3517.13 of the Ohio Revised Code:

1. I am the representative of and have the authority to make certificates for _____, which entity may be or has been selected as a
(Name of Entity)
contractor/consultant/vendor for the City of Lakewood.

2. None of the following has **individually** made within the previous twenty four months and, if awarded a contract or contracts for the purchase of goods or services aggregating in excess of \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date of the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Mayor or any City Council member of the City of Lakewood or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

3. None of the following have **collectively** made since April 4, 2007, and, if awarded a contract or contracts for the purchase of goods or services that aggregate in excess of \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date of the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Mayor or any City Council member of the City of Lakewood or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature: _____

Printed Name: _____

Title: _____

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

Notary Public: _____

My Commission Expires: _____

- I. The successful Bidder shall provide a properly executed statement, which fulfills the requirements of Section 5719.042 of the Ohio Revised Code which provides as follows:

“After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district’s fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applied unless such statement has been so incorporated as a part thereof.”

See attached personal property tax statements:

Statement “A”
Bidder not charged with tax delinquency.

Statement “B”
Bidder is charged with tax delinquency.

Either Statement “A” or Statement “B” should be reproduced on the Bidder’s letterhead stationary and enclosed with the Bid Form.

Statement "A" - Bidder Not Charged with Tax Delinquency

BIDDER'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY

Bid No. : _____

Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

Finance Director
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

Dear Sir:

Bidder Name

The undersigned hereby certifies that the Bidder to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above-referenced contract.

Name: _____

Title: _____

State of _____
County of _____, SS:

SWORN TO before me and subscribed in my presence this ____ day of _____,
20__.

Notary Public

Statement "B" - Bidder Charged with Tax Delinquency

BIDDER'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY

Bid No. : _____

Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

Finance Director
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

Dear Sir:

Bidder Name

The undersigned hereby certifies that the Bidder to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for at least one county in the State of Ohio at the time the bid was submitted for the above-referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$ _____. It is understood that this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Treasurer to the County Treasurer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the contract.

Name: _____

Title: _____

State of _____
County of _____, SS:

SWORN TO before me and subscribed in my presence this _____ day of _____,
20__.

Notary Public

**MACBRIDE PRINCIPLES
DISCLOSURE STATEMENT**

PRESCRIBED BY DIRECTOR OF PUBLIC WORKS PURSUANT TO ADMINISTRATIVE CODE SECTION 111.10

INSTRUCTIONS:

The information requested herein 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 Lakewood.

Any such contractor or subcontractor who fails to disclose the requested information shall not be eligible to provide any goods or services whatsoever for use by the City in return for payments, fees or commissions from City funds.

Any such contractor or subcontractor who is awarded a contract to supply goods or services for use by the City in return for payments, fees or commissions from City funds, and who is subsequently deemed to have made a false statement shall be declared to have acted in default of its contract and shall be excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

DISCLOSURE

CHECK WHICHEVER IS APPLICABLE:

- () A. The undersigned or any other controlling shareholder¹ subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If this paragraph applies, sign at bottom.
- () B. The undersigned or any controlling shareholder, subsidiary, or parent corporation of the undersigned is ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If this paragraph applies, proceed to paragraph "C".)
- () C. The undersigned and all enterprises identified in paragraph "B" are TAKING ALL LAWFUL AND GOOD FAITH STEPS TO ACTIVELY ENGAGE IN THE IMPLEMENTATION OF THE FAIR EMPLOYMENT PRACTICES KNOWN AS THE MACBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND². If requested by the City, the undersigned agrees to supply to the Investor Responsibility Research Center (IRRC), and independent research agency, all data deemed necessary by the IRRC to determine if the undersigned and all said enterprises are engaged in the implementation of the fair employment practices known as the Mac Bride Principles³.

Name of Contractor or Subcontractor

By: _____

Title: _____

¹ "Controlling Shareholder": Any shareholder owning more than fifty percent (50%) of the stock in the corporation, or more than twenty-five (25%) of the stock in the corporation if no other shareholder owns a larger share of the stock in the corporation.

² A copy of the MacBride Principles can be obtained from the Director of Public Works (216) 521-7580.

³ An IIRC report shall provide a factual basis upon which the City may deem the undersigned or an enterprise in compliance with Section 111.10 of the Administrative Code of the City of Lakewood. Investor Responsibility Research Center, Inc., Suite 600, 1755 Massachusetts Ave., Washington, D.C. 20036, (202) 234-7500, Fax (202) 332-8570.

INSURANCE REQUIREMENTS CHECKLIST

Items marked "X" must be provided.

COVERAGE REQUIRED

MINIMUM LIMITS REQUIRED

<u> X </u>	GENERAL LIABILITY (The following coverage must be included)	\$ <u>1,000,000</u> Per Occurrence
	Premises-Operations	\$ <u>1,000,000</u> General Aggregate
	Independent Contractors/Subs	Collapse (C)
	Broad Form Contractual	Underground (U)
	Broad Form Property Damage	Personal Injury
	Explosion (X)	Products-Completed Operations
		Fire Legal Liability
		Employer's liability (Ohio Stop Gap)
<u> </u>	UMBRELLA LIABILITY Extending over all Liability Programs	\$ _____
<u> </u>	AUTOMOBILE LIABILITY Owned, Hired, and Non-Owned Employee Non-Ownership	\$ _____ Per Occurrence
<u> X </u>	WORKERS' COMPENSATION <u> X </u> Workers' Compensation coverage in compliance with the Statutory laws of the State of Ohio	
<u> </u>	PROFESSIONAL LIABILITY	\$ _____
<u> </u>	BUILDER'S RISK	_____ 100% Completed Value
<u> </u>	INSTALLATION FLOATER	_____ 100% Installed Replacement Value
<u> </u>	FLOOD INSURANCE	_____ 100% Completed Value or Maximum of Flood Program
<u> </u>	ENVIRONMENTAL IMPAIRMENT LIABILITY	\$ _____
<u> </u>	EMPLOYMENT PRACTICES LIABILITY	\$ _____

The certificate of insurance must show the "City of Lakewood" as a named additional insured & give sixty (60) days prior written notice of cancellation, non-renewal, or adverse change to the City of Lakewood.

Statement of Bidder and Insurance Agent

We understand the requirements requested and agree to fully comply.

Bidder

Insurance Agency

Authorized Signature

Authorized Signature

BIDDER QUALIFICATION STATEMENT

Must be submitted with Bid. Failure to comply can result in rejection of Bid.

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Bidder's Name _____
Name of Company

Business Address (Permanent Main Office)

City, State, Zip Code
2. Tax ID No: _____
3. Date Business was organized: _____ / _____ / _____
4. Indicate minority business (MBE/WBE): _____
5. If bidder is a corporation, indicate where business is incorporated:

6. Indicate years engaged in contracting business: _____
7. General character of work performed by your company:

8. Have you ever failed to complete any work awarded to you?
_____ Yes _____ No If yes, indicate where and why:

9. Have you ever defaulted on a contract? _____ Yes _____ No

REFERENCES

GENERAL REFERENCES:

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name ()
Phone Number

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name ()
Phone Number

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name ()
Phone Number

GOVERNMENT AGENCY REFERENCES:
(State, City, Public Schools, Park Systems)

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name ()
Phone Number

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name ()
Phone Number

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name ()
Phone Number