



Northeast Ohio Regional Sewer District

RFQ-84892

STAKE BODY, UTILITY BODIES, TOOLBOXES, SHELVING AND
EMERGENCY LIGHTING PURCHASE AND INSTALLATION AND
GREASE TRAILER PURCHASE

RELEASE DATE: June 9, 2026

Invitation For Bid #RFQ-84892

Stake Body, Utility Bodies, Toolboxes, Shelving and Emergency Lighting Purchase and Installation and Grease Trailer Purchase

RESPONSE DEADLINE: June 29, 2026, 1:00 pm

Please refer to the project timeline in this document for all important deadlines.

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Attachments:

A - Auth to Advertise_Signed Resolution

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Invitation For Bid #RFQ-84892

Stake Body, Utility Bodies, Toolboxes, Shelving and Emergency Lighting Purchase and Installation and Grease Trailer Purchase

1. NOTICE TO BIDDERS

NOTICE TO BIDDERS

Sealed bids will be received by the Northeast Ohio Regional Sewer before 1:00 pm official local time on the bid opening date indicated below. At that time all bids will be automatically unsealed and reviewed by the project team.

All bids must be submitted electronically through NEORSD's OpenGov portal (<https://procurement.opengov.com/portal/neorsd>). All bid documents and addendums are available on this website. Vendors must register their free account with OpenGov in order to submit their bids.

Stake Body, Utility Bodies, Toolboxes, Shelving and Emergency Lighting Purchase and Installation and Grease Trailer Purchase

Bid File No. RFQ-84892

Resolution No. 56-26

Opening Date: Monday, June 29, 2026 1:00 pm

The purpose of this bid will be to supply the Northeast Ohio Regional Sewer District, herein referred to as the "Sewer District" purchase one grease trailer vehicle and installation of; stake body w/crane and liftgate, one enclosed utility body, one open utility body w/ hoist and front-mounted winch, one open utility body, toolboxes, shelving and emergency lighting. The duration of the contract is open until all vehicles and equipment are received.

All questions regarding any irregularities and /or requests for information related to these bid documents shall be submitted electronically in OpenGov via the Questions and Answers tab of the project. Such inquiries will be answered as soon as is practicable. Any substantive information provided by NEORSD in response to such questions will be distributed as an addendum to the bid documents. The deadline for submission of questions shall be at 1:00 pm on Friday, June 19, 2026

Purchasing Manager

2. PROJECT INFORMATION

2.1. SUMMARY

The purpose of this bid will be to supply the Northeast Ohio Regional Sewer District, herein referred to as the "Sewer District" purchase one grease trailer vehicle and installation of; stake body w/crane and liftgate, one enclosed utility body, one open utility body w/ hoist and front-mounted winch, one open utility body, toolboxes, shelving and emergency lighting. The duration of the contract is open until all vehicles and equipment are received.

2.2. BACKGROUND

The Northeast Ohio Regional Sewer District (Sewer District) protects public health and the environment by leading effective wastewater and stormwater management. As the largest wastewater treatment provider in the State of Ohio, the Sewer District spans 380 square miles, serves 62 communities and one million residents, treats 90 billion gallons of wastewater a year, and manages more than 400 miles of streams.

In addition to its award-winning treatment plant and laboratory performance, the Sewer District's Project Clean Lake construction program will reduce annual Lake Erie pollution by 4 billion gallons by 2035, while its Regional Stormwater Management Program addresses widespread inter-community problems like flooding, pollution, and erosion.

NEORSD is an Equal Opportunity Employer. We are committed to fostering a diverse and inclusive workforce, recognizing the full range of human differences and similarities. Through our unwavering efforts to leverage the potential of our diversity, we continually strive to build and foster an environment that respects each individual. We encourage and promote innovation and provide opportunities for all employees to interact, communicate, and realize the full potential of their talents.

2.3. TIMELINE

Bid Publish Date:	June 9, 2026
Question Submission Deadline:	June 19, 2026, 1:00pm
Bid Due Date:	June 29, 2026, 1:00pm

3. INSTRUCTIONS TO BIDDERS

3.1. ADVERTISEMENT

Information concerning the title of Bid, Resolution Number of the Board of Trustees of the Northeast Ohio Regional Sewer District, hereafter designated as "NEORSD," or the "District" and place and dates of advertisement appear in the Legal Notice to Bidders and on the OpenGov project information page.

3.2. BIDS

Sealed Bids will be received electronically within the electronic bidding portal until the official Bid Opening date and time in the Legal Notice to Bidders and in the electronic bidding portal. The official time shall be as kept by the electronic bidding portal. Bids received prior to the

advertised time of opening will be kept securely sealed. Bids will be opened electronically. All totals will be automatically tabulated and publicly visible on the electronic bidding portal's project page. All materials submitted, whether or not in conformity with the Contract Documents, shall become public records.

3.3. FORM OF BID

- A. Every Bid must be submitted on the original forms supplied by NEORSD. Unless otherwise specified in the bid documents, Bids shall state the price of each and every Bid Item contained on the Bid Form, in figures (digits).
- B. The Bid Form Certification must contain the full name of every person, firm or corporation submitting the Bid, and the address of the person, firm or the president and secretary of the corporation bidding.
- C. No Bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the NEORSD upon any debt or contract, or that is a defaulter as surety or otherwise, upon any obligation to said NEORSD, or has failed to perform faithfully any previous contract with the NEORSD.
- D. The award of the Contract will be made to the lowest and best Bidder whose Bid complies with all the requirements prescribed. In no case will an award of a Contract be made by the District until all necessary investigations have been completed regarding the qualifications of the Bidder to whom it is proposed to award the Contract have been evaluated. The successful Bidder will be notified that its Bid has been accepted and that it has been awarded the Contract.
- E. The District reserves the right to require the Bidder to present satisfactory evidence beyond that required in the Bidder's Qualification Questionnaire, that it has been regularly engaged, as either principal or superintendent, in the business or work similar to that for the Bid herein. The District may also require the Bidder to present satisfactory evidence that it is fully prepared with the necessary capital, material, machinery, personnel and equipment to conduct the Work to be contracted to the satisfaction of the District, and to begin promptly when so ordered.
- F. The District reserves the right to reject any Bid from any bidder that, within five (5) years prior to the bid opening date, is or has been:
 - 1. in arrears or declared to be in default to the District upon any contract or debt, or has otherwise failed to perform faithfully, fully, and completely any previous contract with the District;

2. in arrears or declared to be in default to another public or private entity upon any contract or debt, or has otherwise failed to perform faithfully, fully, and completely any previous contract with another public or private entity;
3. in default, as surety or otherwise, upon any obligation to the District; or
4. in default, as surety or otherwise, upon any obligation to another public or private entity.

The District further reserves the right to reject any Bid from any bidder that:

1. proposes to utilize any subcontractor, supplier, or vendor that is or has been in arrears or declared to be in default to the District upon any contract or debt, or has otherwise failed to perform faithfully, fully, and completely any previous contract with the District within five (5) years prior to the bid opening date; or
2. proposes to utilize any subcontractor, supplier, or vendor that is or has been in arrears or declared to be in default to another public or private entity upon any contract or debt, or has otherwise failed to perform faithfully, fully, and completely any previous contract with another public or private entity within five (5) years prior to the bid opening date. This paragraph shall apply to any proposed subcontractor, supplier, or vendor that has common ownership or control, or right of control, of any person, firm, corporation, joint venture, or joint venture partner that committed any of the above.

This paragraph shall apply to any proposed subcontractor, supplier, or vendor that has common ownership or control, or right of control, of any person, firm, corporation, joint venture, or joint venture partner that committed any of the above.

The District reserves the right to permit any bidder to substitute another subcontractor, supplier, or vendor for any subcontractor, supplier, or vendor who would otherwise cause the Bid to be rejected for the above-referenced reasons at no adjustment in the Bid amount or allocation of the Bid amount.

The term "bidder" as used in this paragraph shall refer to any person, firm, corporation, partnership, joint venture, or individual joint venture partner.

This paragraph shall apply equally to any person, firm, or corporation that has committed any of the above while performing as a prime contractor, a subcontractor, or as a joint venture partner under a joint venture arrangement, even if such person, firm, or corporation is submitting a bid as a partner in a different joint venture arrangement, and regardless of whether the bidder was the managing joint venture partner under the prior joint venture. Further, this paragraph shall apply to any person, firm, corporation, joint

venture, or individual joint venture partner submitting a bid that has or previously had within the last five (5) years common ownership or control of any person, firm, corporation, subcontractor, joint venture, or joint venture partner that committed any of the above.

3.4. PRICES AND MATHEMATICAL ERRORS

- A. For all Items, the unit and/or lump-sum prices must be stated in figures (digits) in the proper columns of the Bid Form. The successful Bidder shall be required to provide a breakdown of labor and material prices in a schedule of values within sixty (60) days after issuance of Notice to Proceed.
- B. Unit Price - The Bid price shall be per unit of items to be bid on. The OpenGov system will automatically calculate the total by multiplying unit price times quantity. When the unit is a lump sum (LS), the quantity will be one (1) and the unit price will be the entire lump sum.
- C. Trade Discounts - When the Bidder offers a trade discount, the amount of such discount shall be stated on the Bid Form.
- D. Discount for Prompt Payment – The NEORS D will not accept terms with less than 10 days.
- E. Mathematical Errors – The NEORS D shall have the discretion to correct math errors contained on the Bid Form in accordance with the following:
 - 1. For any portion of the Bid Form requiring an amount consisting of the sum of certain Bid Items and/or other numbers provided on the Bid Form, the sum of the Bid Items and/or other numbers indicated to be included in such amount shall be considered as the intent of the Bidder, regardless of the actual summed number provided by the Bidder.
 - 2. For any portion of the Bid Form requiring the Bidder to provide a number that is a *fixed* percentage of another line total, section total, or table total, the number representing the fixed percentage shall be considered as the intent of the Bidder, regardless of the actual number provided by the Bidder. The bid form will contain further instructions on how these numbers should be entered. Unless otherwise noted, the quantity will be the percentage and the bidder should enter the total as Unit Cost. OpenGov will then automatically calculate the percentage as the Line Total.

3. For any portion of the Bid Form requiring the Bidder to provide a unit cost that shall remain below a maximum percentage when divided by other numbers indicated, the actual number provided by the Bidder shall be considered as the intent of the Bidder. Providing a number above the maximum percentage shall be a basis for rejecting the bid.
4. For the portion of the Bid Form requiring the Bidder to provide a "Total" that is a *fixed* percentage when divided by other "Total" numbers indicated (e.g. the General Allowance), the number representing the fixed percentage shall be considered as the intent of the Bidder, regardless of the actual number provided by the Bidder, and the TOTAL BID AMOUNT shall be recalculated in accordance with paragraph 1. above, using the intended numbers rather than the actual numbers provided. The Bid Form will contain further instructions on how these numbers should be entered. Unless otherwise noted, the "Quantity" shall be the percentage, and the Bidder should enter the "Total" of the Line Items to be multiplied by the percentage in the "Unit Cost" column. The electronic bidding system will then automatically calculate the percentage of the "Total" entered as the "Unit Cost" in the "Total" column on that line.

3.5. NAME AND SIGNATURE OF BIDDER

Each Bid must be signed by the Bidder in the space provided for the signature on the Bid Form Certification. The Bidder shall provide the name and address of the firm, and the name and title of the officer duly authorized to sign for and legally bind the firm. In the case of a partnership, the firm name and address and name and address of each individual party must be given.

3.6. BIDDER'S NON-COLLUSION AFFIDAVIT

- A. If determined as one of the two apparent low bidders, the Bidder shall submit within seventy-two (72) hours after the bid opening, excluding weekends and District holidays, an affidavit stating that neither it nor its agents, nor any other party, has paid or agreed to pay, directly or indirectly, any person, firm or corporation money or other 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.
- B. If determined as one of the two apparent lowest bidders, a Bidder which is a foreign corporation, that is, a corporation not chartered in Ohio but licensed to do business in Ohio, is required to submit with its Bid an affidavit duly executed by the President, Vice President or General Manager of the corporation stating that said foreign corporation has, in accordance with the provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. (The certificate

or certified copies of such certificate may be obtained from the Office of the Secretary of State, Columbus, Ohio.)

- C. If the Bidder is a joint venture, the Bidder must attach a copy of the joint venture agreement to the non-collusion affidavit.
- D. The affidavit shall be on the form which is provided by NEORS.

3.7. EXPLANATIONS, WRITTEN OR ORAL

If any person contemplating submitting a Bid for the proposed Contract has a question as to the meaning of any part of the Drawings, specifications or other documents pertinent to the Bid, they may submit questions and/or requests for clarification via the OpenGov project page before the Question Submission Due Date as listed on the project page and in the Notice to Bidders. Any interpretation of the Bid Documents will be made only by Addendum duly issued. A copy of such Addendum will be posted to the OpenGov project page. The NEORS will not be responsible for any explanation or interpretation of the Bid Documents made other than by addenda duly issued, including any oral communications by its employees, agents or others.

3.8. COSTS, FEES, AND SURCHARGES

Unless otherwise indicated on the Bid Form, contractors shall include in their bid prices all costs and fees including labor, material, equipment rental and usage, bonding and insurance costs, freight, transportation costs, fuel costs and surcharges, landfill disposal fees and any other surcharges, fines or fees related to this contract. No additional costs beyond the stated bid prices will be paid by the NEORS. The Contractor's addition of costs to its bid that have not been requested by the NEORS under the bid documents shall be a basis for rejecting the bid.

3.9. APPROXIMATE QUANTITIES

Where Bids are based upon estimated quantities, it is understood that the estimates are prepared by the District for the purpose of comparison of Bids, and that the estimated quantities are not guaranteed but are approximate only, and that the District reserves the right to increase, decrease or omit any one or more items, at the unit price bid, as the District may deem desirable.

3.10. CONSIDERATION OF BIDS

The District, in making its determinations as to which Bidder is the lowest and best Bidder, may include in its consideration of the Bidder factors which include, but are not limited to, the following: the experience and facilities for complying with the Contract; compliance with the District's Business Opportunity Program requirements, which includes the Small Business Enterprise (SBE) Program; the previous conduct and financial condition of the Bidder and its reputation in the industry; whether the bid creates an appearance of impropriety or otherwise presents an ethical issue under the District's Code of Ethics and/or the Ohio Ethics Law, and any other factors which, in the opinion of the District, could affect the performance of the Contract.

The District reserves the right to reject any Bid, which in its opinion appears unbalanced or otherwise to be not in conformance with the Drawings and specifications, notwithstanding the District's absolute right to reject any and all bids for any reason whatsoever.

3.11. ACCEPTANCE OR REJECTION OF BIDS

The District reserves the right to accept or reject any or all Bids, and any part or parts of any Bid, and also the right to waive any informalities in the Bids. In the awarding of a Contract, the District reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder. Any Bid which is incomplete, conditional or obscure, or which contains additions or deletions not called for is not on forms herein included, or contains irregularities of any kind, may be considered irregular and subject to rejection

3.12. UNBALANCED BIDS

An unbalanced bid is defined as one that, in the opinion of the District, contains Bid prices for Items of Work to be performed which are in excess of or less than the true monetary value of such work and would result in payment estimates disproportionate to the value of such item. The District at its sole option may reject any such Bid that the District determines to be unbalanced.

3.13. DISCOUNT USED TO DETERMINE LOWEST AND BEST BID

In determining the lowest and best Bid, the NEORSB will consider all Bids on a basis of the net price to be paid after deduction of the discount specified, except that if the terms specified by the Bidder require payment in less than ten (10) days, unless otherwise indicated in the Bid documents, from the date of the invoice, the discount offered will not be deducted from the price named in the Bid to determine the lowest and best Bidder, and the Bid will be considered only on the basis of the unit price actually named in the Bid. But if, notwithstanding the provisions of this paragraph, such Bid is determined to be the lowest and best Bid, the NEORSB reserves the right to accept the terms named in the Bid if such terms are to the advantage of the NEORSB as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best Bidder.

3.14. BIDDER'S DESCRIPTION OF ITEMS

- A. When requested under the Bid documents, Bidders shall furnish with their Bids complete descriptions of the items they propose to furnish under the terms of the Bid.
- B. The NEORSB may require Bidders to furnish additional information and/or specifications concerning items to be purchased under the terms of the Bid.

3.15. BRAND NAMES AND SUBSTITUTIONS

Any brand or trade names referred to herein are for identification purposes only. Such references do not limit the bidder to the identified brands, provided the alternates offered by the bidder are equal in quality, function to the level of those specified, and are approved by the

accepting facility's end-user. When bidders list a trade name and/or catalog number, NEORSD will assume the item meets the specifications, unless the submission clearly states it is an alternate, and describes specifically how it differs from the item specified. Multiple or alternative bids will not be accepted unless authorized in the specifications. Notwithstanding anything to the contrary herein, when any bid item contains the words "No Substitution", "No Sub", or any other substantially similar notation, the brand, manufacturer name and/or product number specified for such bid item shall be the only acceptable brand, manufacturer name and/or product number. In such cases, alternate products will not be considered.

3.16. SAMPLES

If required under the Bid documents, upon request by the NEORSD the Bidders shall provide samples of the items they propose to furnish under the terms of the Bid.

3.17. TIME OF DELIVERY

If required under the Bid documents, Bidders must state in their Bids the time necessary to deliver the items they propose to furnish.

THIS TIME MUST BE STATED IN CALENDAR DAYS.

3.18. EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination exercised against any citizen in the employment of labor, whether skilled or unskilled, under this Contract; such discrimination shall be deemed to be a material breach of the Contract.

3.19. TIME OF AWARD

- A. The Board of Trustees of the District shall make an award or reject all Bids within sixty (60) days following the opening of Bids, unless the successful Bidder agrees to extend such time for award without any changes to its Bid.
- B. The Contract shall be signed by the successful Bidder and returned, together with the Bond and other required Contract Documents, within ten (10) working days after the prescribed forms have been presented to the successful Bidder for execution. The District shall not be bound until the execution of the Contract by the District and delivery of such executed Contract to the successful Bidder.
- C. If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing the officer to sign the Contract. Such resolution must bear the seal of the corporation.
- D. Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof and a Notice To Proceed signed by the District have been tendered or delivered, or

both, to the Contractor or its duly authorized agent or representative. Deposit of said counterpart either by valid email or United States mail in an envelope or wrapper properly addressed and provided with sufficient postage shall constitute compliance with these provisions by the District.

3.20. REQUIREMENT CONTRACT DEFINED

An award of a contract made under this Bid will be termed a requirement contract. A requirement contract imposes a duty on the contractor to provide such supplies, material or equipment which is set forth in the Bid, as may be required by the NEORSR during the life of the contract.

3.21. AMOUNT OF PURCHASE UNDER THE REQUIREMENT CONTRACT

Unless canceled in accordance with the cancellation provisions contained in the Bid documents, the total amount to be ordered under the contract awarded on this Bid shall not be less than five percent (5%).

4. GENERAL CONDITIONS

4.1. ACCEPTANCE OR REJECTION OF BIDS

The NEORSR reserves the right to reject any or all bids, and any part or parts of any bids, and also the right to waive any informalities in the bid. In awarding a contract, the NEORSR 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 rejected within the discretion of the NEORSR.

4.2. EVIDENCE OF ABILITY TO FULFILL CONTRACT

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

4.3. TIME OF AWARD

- A. The Board of Trustees of the NEORSR shall make and award or reject all bids within sixty (60) days following the opening of bids, unless further time is required to analyze the bids. Any extension of time beyond that date shall be subject to agreement between the Bidders and the NEORSR.
- B. The Contract shall be signed by the successful Bidder and returned, together with the Bond (if required) and other required Contract Documents, within ten (10) working days after the proscribed forms have been presented to the successful Bidder for execution. The Contract shall be final upon execution by the NEORSR.

4.4. SEWER DISTRICT RECOGNIZED HOLIDAYS

New Year's Day

Martin Luther King Day

Memorial Day

Juneteenth

Independence Day

Labor Day

New Year's Day

Veteran's Day

Thanksgiving Day

Christmas Day

Should a holiday fall on a weekend, the day designated by the Sewer District shall be recognized as the official holiday. If work is scheduled on a Sewer District recognized holiday, the work must be approved by Sewer District staff.

4.5. SITE VISITS AND SECURITY NOTIFICATIONS

The Contractor shall obtain prior District authorization for all site visits for all reasons, including preventive maintenance, repairs, inspections, and extra visits. In addition, the Contractor shall notify the appropriate site contact listed in Detailed Specifications - Facility Information and Contacts, or prearranged designated District representative, upon arrival at each facility. Arrangements for deliveries shall be made in advance with the facility to expedite receiving and handling.

All Contractor employees shall be required to show valid ID and check in with Security upon both arriving and exiting District facilities and to enter their Employee name, Contractor name, and their arrival and departure times in the log. Contractor employees shall comply with all District Safety and Security policies and procedures. Failure to do so may result in delays or non-payment of service time.

4.6. IDENTIFICATION BADGES

The Contractor shall provide every employee with an identification badge. The badges shall clearly show the Contractor company name, employee name, and photo. All Contractor employees shall display their ID's during duty hours with the photo and name facing away from the employee to allow easy identification. District Security Officers shall have the right to

require Contractor employees whom do not wear the ID badges in accordance with this provision to display their ID badges prominently.

4.7. BACKGROUND CHECKS

The District reserves the right to perform, at its own expense, a background check on any employee of the Contractor for the purposes of safety and security to the District employees and facilities.

4.8. VEHICLE/EQUIPMENT IDENTIFICATIONS

The Contractor shall mark both sides, and the rear of each vehicle entering the facilities to perform the work under this Contract with clearly identifiable letters displaying the company name. The letters shall be mounted to be readily visible and identified by the Security personnel at each facility. In addition, as deemed necessary, Contractor vehicles may be subject to search upon entry or exiting the facilities by District Security Officers.

4.9. AUTHORIZED WORK AREAS

Contractor employees shall remain within the previously authorized areas of the locations as detailed in these documents. Unauthorized entry to other areas will not be tolerated.

4.10. EMERGENCY EVACUATION PLANS

All District facilities have Emergency Response Plans (ERPs). The ERPs include the evacuation of persons at the facility to designated staging areas. In the event of an evacuation, Contractor employees are required to participate in the emergency evacuations and follow the instructions of the District's Security Officers.

4.11. SAFETY NOTIFICATIONS

Any injuries that occur to the Contractor employees, or accidents that occur to Contractor-owned or leased vehicles shall be reported immediately to a District Security Officer and/or the District's on-site Health and Safety Specialist. A copy of all Injury and/or Accident Reports written shall be sent to the District immediately. The safety of the Contractor's personnel is solely the responsibility of the Contractor.

4.12. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all with federal, state and local laws, ordinances, rules and regulations affecting performance of the Work.

4.13. SITE UTILITIES

The District shall provide the Contractor with the locations of water and electrical service. The Contractor shall be responsible for providing all connections, wiring and hoses needed to perform connections to the service. NOTE: Some water is non-potable water.

4.14. FACILITY CLEANLINESS AND SAFETY

The Contractor shall remove and replace equipment, as needed. The Contractor shall be responsible to leave the work site in a clean and safe condition, free of slipping, tripping and other safety hazards at all times.

4.15. PREVENTION OF NUISANCES AND CLEANUP OF SPILLS

The Contractor shall be responsible for preventing the creation of any nuisances including, but not limited to, noises, odors, spills of lubricants, chemicals, or other equipment fluids. Unless approved by the District, no liquid will be permitted to drain or be washed down into floor drains or storm sewer catch basins. The cost to clean up spills occurring as result of Contractor negligence and/or poorly maintained Contractor equipment, as well as any environmental fines or costs associated with other violations occurring because of such negligence, shall be paid by the Contractor, or deducted by the District from invoice(s) submitted by the Contractor.

4.16. DAMAGE TO DISTRICT PROPERTY

The Contractor shall be responsible to immediately repair any buildings, roadways, pieces of equipment, or other District property damaged during the execution of the work specified herein. Failure by the Contractor to make repairs in a reasonable time shall be a basis for the District making the necessary repairs and deducting the repair costs (materials and labor) from invoice(s) submitted by the Contractor.

4.17. BID EVALUATION AND AWARD OF CONTRACT

The contract shall be awarded by the NEORSD on the basis of the lowest and best bid. The NEORSD shall be the sole judge of whether the goods and/or services proposed by the bidder meet the specific needs of the NEORSD, and shall evaluate qualified bids on the basis of bid prices submitted as well as the bidder's qualifications, compatibility, availability, and whether the bid creates an appearance of impropriety or otherwise presents an ethical issue under the NEORSD's Code of Ethics and/or the Ohio Ethics Law. In order to fairly evaluate all bids submitted, the NEORSD requires bidders to furnish numerical responses to all requested items. Exceptions and alternates will not receive consideration and shall be a basis to reject the bid. The NEORSD reserves the right to accept or reject any or all bids received, or any portion of the bids received

4.18. CANCELTION OF CONTRACT

In the event of a default by the Contractor under this contract, the NEORSD shall have the right to terminate this agreement and pursue its remedies at law. Prior to terminating the contract for default, the NEORSD will provide the Contractor with thirty (30) days' written notice and opportunity to cure such default. Any cure period may be extended with mutual consent of the parties.

Additionally, the NEORSD shall have the right to terminate this contract for convenience in the event that the NEORSD's Chief Executive Officer determines such termination to be in the best interest of the NEORSD. Such termination for convenience shall be effective as of the date specified in a written notice of termination for convenience provided by the NEORSD to the Contractor.

4.19. ASSIGNMENT OF CONTRACT

The contractor shall not assign, transfer, convey or otherwise dispose of the contract, or his right to execute it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except by previous consent of the Board of Trustees of the NEORSD in writing endorsed thereon or attached hereto, and the giving of any such consent to a particular assignment, shall not dispense with the necessity of such consent to any further or other assignments. Such assignments, transfer, or conveyance shall not be valid until filed in the office of the Chief Financial Officer of the NEORSD.

4.20. PATENT

The contractor shall be required to pay all royalties and license fees and shall hold and save the NEORSD 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 NEORSD, 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.

4.21. DELIVERY

Bidders shall agree to make requested delivery of materials, supplies or equipment upon the written purchase order of the Chief Financial Officer of the NEORSD and no delivery shall be accepted unless such written purchase order has first been issued.

4.22. GUARANTEE

The Contractor shall guarantee that any material as furnished under this contract shall be free from all inherent defects of design, material, and workmanship for a minimum period of one (1) year after installation. The Contractor shall rectify, entirely at its own expense, any defects or failures that may develop during the guarantee period. The NEORSD will not pay freight, shipping, or any special handling expenses (including energy surcharges) for returning defective parts and materials

4.23. LABORATORY TESTS

The NEORSD reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at a laboratory to be designated by the NEORSD to determine compliance with the contract specifications. Where the results of such test shows the materials, equipment

or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

4.24. FAILURE TO MEET SPECIFICATIONS

The delivery of any materials, supplies or equipment and/or the performance of any services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately. Such rejection and the reason therefore, shall be in writing.

The contractor may, if time for performance has not expired, reasonably notify the Chief Financial Officer of the NEORSD of his intention to cure and may then within the contract time make conforming delivery.

If the said contractor fails to effect immediate replacement of such rejected materials, supplies or equipment, or re-perform such rejected services, the NEORSD will purchase such materials, supplies, equipment and/or services of the character required, on the open market. The contractor shall be liable to NEORSD for any excess cost and expense incurred by the NEORSD. The NEORSD shall have the right to deduct such excess cost and expense from any amounts owed to the contractor by the NEORSD under the contract.

4.25. SAFEGUARDS

Any equipment to be furnished by the terms of this bid, 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 be included as part of the bid.

4.26. STATE OR FEDERAL TAXES

- A. The NEORSD is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.
- B. The bid prices are subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio to which the NEORSD is not exempt, subsequent to the receipt of bids. Such claims for increased prices must be presented to the NEORSD within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Legal Department of the NEORSD. Should the increase in bid prices require an increase in the contract price, such increase shall be subject to approval by the Board of Trustees of the NEORSD.
- C. The contract price is subject to reduction by the amount which an applicable tax is reduced during the period of the contract.

4.27. SOCIAL SECURITIES ACT

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law, which are measured by the 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 with 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 NEORSD from any such contributions or taxes or liability therefore.

4.28. FREIGHT ON DIRECT SHIPMENT TO THE NEORSD

If a price for freight is requested on the Bid Form, such freight prices shall be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and bid prices shall be increased or decreased by changes in the freight or cartage rates provided that claims for additional freight or cartage be presented to the NEORSD within thirty (30) days after said increase in freight or cartage rates becomes effective. Reduction in freight or cartage prices will be deducted from the contract price. Should the increase in bid prices require an increase in the contract price, such increase shall be subject to approval by the Board of Trustees of the NEORSD.

4.29. PAYMENT

Payment shall be made for the net number of units accepted after due and proper delivery, accompanied by invoices at the bid price per unit, less discount for prompt payment if appropriate.

4.30. WORKERS' COMPENSATION

The contractor shall, during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required and to save the NEORSD harmless from any and all liability arising from said act. The Contractor shall also furnish at the time of delivery of this contract and at such other times as may be applicable a copy of the current official certificate or receipt to show the payments herein-before referred.

4.31. INDEMNITY CLAUSE

The Contractor shall indemnify, keep and save harmless the NEORSD and its 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 or as the result of the performance of all or any part of this contract by the Contractor, arising out of the negligent act or omission of the Contractor or its employee, and whether or not the person(s)

injured or whose property was damaged were third parties or employees of the Contractor, and the Contractor shall at its own expense defend the NEORSD in all litigation, pay all attorney's fees and all costs and other expenses arising out of the litigation or claim incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the NEORSD, 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 case of any and all claims against the NEORSD and its officers, agents or employees, by any employee of the Contractor, 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 above paragraph 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's, or other person under applicable worker's or workmen's compensations 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.

4.32. INSURANCE REQUIREMENTS

The contractor shall maintain during the term of this contract Commercial General Liability insurance on an occurrence coverage basis, including bodily injury, personal injury, property damage, and broad-form contractual liability arising from or relating to Contractor's work of not less than the following amounts:

A. Contractor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

- \$4,000,000 General Aggregate
- \$4,000,000 Products/Completed Operations Aggregate
- \$2,000,000 Personal Injury and Advertising Injury
- \$2,000,000 Bodily Injury and Property Damage Limit - Each Occurrence

The Contractor's General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

The coverage must be endorsed with ISO Form CG 24 04, or a substitute form providing equivalent coverage, to include without limitation, a waiver of the Transfer of Rights of Recovery Against Others to Us as it applies to subrogation against Northeast Ohio Regional Sewer District.

B. Auto Liability Insurance covering all owned, non-owned, hired, leased or used by or on behalf of the Contractor or its subcontractor(s) with a limit of not less than \$2,000,000 combined single limit, bodily injury and property damage, for each accident.

The coverage must be endorsed with ISO Form CA 99 48, or a substitute form providing equivalent coverage, to include without limitation, coverage respecting liability arising out of the transporting, loading or unloading of Hazardous Materials/Regulated Substances.

The coverage must be endorsed with ISO Form CA 04 43, or a substitute form providing equivalent coverage, to include without limitation, a waiver of the Transfer of Rights of Recovery Against Others to Us as it applies to subrogation against Northeast Ohio Regional Sewer District.

The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

The NEORSD shall be named as additional insured on the Contractor's Commercial General Liability and Automobile policy and Excess/Umbrella Liability. The General Liability and Automobile Insurance limit requirements can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance. Commercial General Liability and Umbrella/Excess limits of liability (including Products/Completed Operations coverage) shall apply on a per project basis.

The NEORSD reserves the right to refuse the insurance policies and demand other insurance if the policy language, insurance company's ability to make payments and/or any other reason makes the policy unacceptable in the sole judgment of the NEORSD. The Contractor shall replace the policy with insurance acceptable to the NEORSD. Failure to do so may result in the not being awarded the contract. In addition, with respect to the contract involved, the Contractor shall have the insurance company write into the policy the following language: "thirty days prior to any reduction of the insurance coverage or cancellation of the policy, the NEORSD (Attention Manager of Finance and Compliance) shall be notified."

The successful contractor shall submit the certificate of insurance for the policy or policies prior to award upon notification from the NEORSD. The certificate of insurance shall reference the contract title as stated in the bid documents.

The contractor shall, during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required and to save said NEORSD harmless from any and all liability arising from said act. The Contractor shall also furnish at the time of delivery of this contract and at such other times as may be applicable a copy of the current official certificate or receipt to show the payments herein-before referred

4.33. FORCE MAJEURE

Neither party to this Agreement shall be deemed in default in the performance of its obligations if that party is prevented or delayed from performing by forces beyond its control, (Hereinafter "Force Majeure") including, without limitation, acts of God or of a public enemy; acts of a municipal, state, federal or other governmental legislative, administrative or judicial entity; any catastrophe resulting from flood, fire, extreme weather conditions, explosion; labor disturbances; and other cause beyond the control of the non-performing party. Contractor may be granted a time extension for its performance based on the duration of the Force Majeure.

4.34. PRECEDENCE OF BID DOCUMENTS

In the event of any conflict between the Instructions to Bidders (IB), the General Conditions (GC), the Supplemental General Conditions (SGC) and the Detailed Specifications (DS) of the bid package, the documents shall govern in the following order:

1. Detailed Specifications
2. Supplemental General Conditions
3. General Conditions
4. Instructions to Bidders

4.35. DURATION OF CONTRACT

The proposed contract shall be effective upon its execution by the NEORS and for the purpose of accepting delivery shall continue in full force and effect for the term stated in the contract (or until appropriated and approved funds have been expended) unless otherwise indicated.

4.36. REDUCTION IN PRICES

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

4.37. NO ADDITIONAL TERMS

The Contractor expressly agrees that any other terms or conditions contained in any invoice, quote, acknowledgment, bill of lading, or other document issued by or on behalf of the Contractor shall be of no force or effect and shall not be deemed to amend, modify, or supplement this agreement. No amendment, modification, or waiver of any provision of this Agreement shall be valid or enforceable unless set forth in a written instrument expressly referencing this agreement and executed by a duly authorized representative of the District.

5. DETAILED SPECIFICATIONS

5.1. SUPPLEMENTAL GENERAL CONDITIONS

The Supplemental General Conditions can be found in the [ATTACHMENTS](#) section

5.2. DETAILED SPECIFICATIONS

The Detailed Specifications can be found in the [ATTACHMENTS](#) section

6. BID FORM

BID GROUP 1

Appendix A

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	F550 Stake Body with Crane and Liftgate	1	EA		
TOTAL					

BID GROUP 2

Appendix B

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	F350 Open Utility Service Utility Body and Equipment with Winch	1	EA		
TOTAL					

BID GROUP 3

Appendix C

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Ford Transit HVAC Body Shelving Upfit LR Transit Van	1	EA		
TOTAL					

BID GROUP 4

Appendix D

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Ford Maverick Emergency Lighting Package	2	EA		
TOTAL					

BID GROUP 5

Appendix E

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Chevy 3500 Vehicle Emergency Lighting and Undercoating Upfit	1	EA		
TOTAL					

BID GROUP 6

Appendix F

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	F350 Enclosed Utility Service Body and Equipment	1	EA		
TOTAL					

BID GROUP 7

Appendix G

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	F350 Open Utility Service Body	1	EA		
TOTAL					

BID GROUP 8

Appendix H

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	Grease Trailer	1	EA		
TOTAL					

7. REQUIRED DOCUMENTS

1. BID FORM CERTIFICATION*

Complete and upload the attached Bid Certification Form

- [Bid Form Certification.pdf](#)

*Response required

2. 72 HOUR DOCUMENTS CONFIRMATION*

I understand the two lowest and best bidders will be required to submit additional documents within 72 hours after bid opening, excluding weekends and District holidays. Failure to submit such documents within this timeframe shall be a basis for rejection of the bid.

Bidders may upload these documents now using the below optional questions if desired

Please confirm

*Response required

3. APPENDIX A *

Please download and complete Appendix A from the Attachment Section and upload the form here.

*Response required

4. APPENDIX B*

Please download and complete Appendix B from the Attachment Section and upload the form here.

*Response required

5. APPENDIX C*

Please download and complete Appendix C from the Attachment Section and upload the form here.

*Response required

6. APPENDIX D*

Please download and complete Appendix D from the Attachment Section and upload the form here.

*Response required

7. APPENDIX E*

Please download and complete Appendix E from the Attachment Section and upload the form here.

*Response required

8. APPENDIX F*

Please download and complete Appendix F from the Attachment Section and upload the form here.

*Response required

9. APPENDIX G*

Please download and complete Appendix G from the Attachment Section and upload the form here.

*Response required

10. APPENDIX H*

Please download and complete Appendix H from the Attachment Section and upload the form here.

*Response required

11. 72 HOUR DOCUMENT: Contractor Equal Employment Opportunity Certification

The two lowest and best bidders will be required to submit these documents within 72 hours of bid opening. Bidders may upload these documents now if desired

Complete and upload the attached Contractor Equal Employment Opportunity Certification

- [Contractor Equal Employment...](#)

Invitation For Bid #RFQ-84892

Stake Body, Utility Bodies, Toolboxes, Shelving and Emergency Lighting Purchase and Installation and Grease Trailer Purchase

12. 72 HOUR DOCUMENT: Non Collusion Affidavit

The two lowest and best bidders will be required to submit these documents within 72 hours of bid opening. Bidders may upload these documents now if desired

Complete and upload the attached Non Collusion Affidavit

- [Non Collusion Affidavit.pdf](#)

9. END OF DOCUMENT