INVITATION TO BID

(This is not an order.)

Buyer: Jules Gilliam
216-664-2621
JGilliam@clevelandohio.gov

Requestor: Shaniqua Harris
216-348-7277
shaniqua_harris@clevelandwater.com

CITY OF CLEVELAND

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

Procurement Folder	RFB No.	RFB Description	
163207	RFB 2002 202600000000619	Cold Mix Materials - December 2026	
RFB Closing Date/Time		**Department/Division**	**Public Bid Opening Date/Time**
December 03, 2026 3:00 PM		2002	December 03, 2026 3:00 PM

SCHEDULE OF EVENTS

Event Description			Event Date	
Group/ Line#	**Commodity Description**	**Item Quantity/ UOM**	**Service Dates**	**Catalog Discount**
1 / 1	Cold Mix Materials - December 2026		From To	

Material Needed for Utility Cuts throughout the City of Cleveland

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-Vendor to Supply Cold Mix Material per Specifications

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-Vendor to Indicate "Comply" or "Exception" to ALL Sections

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-Vendor to Indicate ANY Additional Charges on Bid Sheet, ONLY Items Indicated on RFB Will Be Paid

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- Vendor to Bid Price per Ton: $_____

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Increase per Ton: $_____

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Decrease per Ton: $_____

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The Bidder Is to Indicate the Price per Ton Increase or Decrease for Each Five Percent (5%) Change from the Bidding Index to the Placing Index

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**********Please See Attachments for Additional Details & Specifications**********

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**********PLEASE NOTE: Vendor MUST MEET or EXCEED SPECIFICATIONS**********

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Manufacturer Name: _____

.

Item/Product Number: _____

.

Number of Days for Delivery After Award: _____

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********PLEASE NOTE: Unit Costs MUST Include: Shipping & Handling and ANY Applicable Costs********

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********Vendor MUST Submit Product & Warranty Information if Applicable with Bid Submission********

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**********The Bid Must Be Submitted to: CityofClevelandbids@Clevelandohio.Gov - ONLY**********

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*****Purchase Order Valid for One (1) Year or Until Funds Are Exhausted Whichever Occurs First*****

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*****Services & Orders Are To Be Provided After Prior Departmental Approval*****

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*****Services & Orders Are To Be Provided As Needed*****

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*****Purchase Order Not to Exceed $45,000.00*****

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*****Quantities & Orders May Vary*****

Ship To:
Various Locations Various Locations Various Locations Cleveland, OH 44114

Vendor Response		
	Contract Amount	
	$	

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

TERMS OF DELIVERY

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

EVALUATION CRITERIA

Group/ Line #	Evaluation Criteria Description	Response Type
1 / 1	Lowest and best bidder under Chapter 181 C.O.	NONE

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID

Shipping/Freight Charges

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

Call Buyer Only

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

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BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID

MSDS required
A Material Safety Data Sheet is required to be shipped with each specific applicable item on this PO.

No Price increase
This Purchase Order does not permit price increases.

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

BIDDER MUST COMPLETE & SIGN BELOW

NAME OF THE FIRM:		
STREET ADDRESS:		
CITY:	**STATE:**	**ZIP CODE:**
FED ID # / SSN #:		
PHONE NO.:	**FAX NO.:**	
EMAIL ADDRESS:		
PLEASE PRINT CONTACT NAME:		
AUTHORIZED SIGNATURE:	**DATE:**	

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

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

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

COLD MIX
MATERIAL SPECIFICATION

C1-A
GENERAL:

Department of Public Utilities, the Division of Water is seeking competitive sealed bids to enter into a contract agreement for a period one year. If awarded, the purchase order shall not exceed $45,000.00 per year.

C1- B
GENERAL:

These bituminous patching mixes should be provided in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions. These Grades shall consist of Winter Mix, Spring/Fall Mix and Summer Mix.

The bituminous patching mix shall consist of asphalt and aggregate within prescribed quantities to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement.

C1- C
GENERAL

The bituminous patching mix will be picked up by the Department (Delivery is not needed)

The asphalt blend and aggregate shall conform to the following requirements.

C2
LIQUID ASPHALT:

The bituminous material shall be a liquid Asphalt Blend; the blend shall meet the following requirements:

Kinematic Viscosity @ 140°F (60°C)	ASTM D 2170	350 to 4000 eSt (mm2/s)
Flash Point, Tag Open Cup	ASTM D 1310	200°F (93°C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680°F (360°C)	ASTM D 402	See Values Below

Temperature	Volume% Total Distillate Minimum/Maximum		Volume % Original Sample Minimum/Maximum	
to 43rF (225°C)	0	0	0	0
to 500°F (260°C)	0	0.5	0	0
to 600°F (316°C)	10	65	0	18

Residue from distillation to

(360°C)% Volume by Difference	73	95

TESTS ON RESIDUE FROM DISTILLATION

Absolute viscosity@ 140°F (60°C)	ASTM D 2171	75 to 425 Poise (10-1Pa x s)
Penetration, Modified with Cone	ASTM D 5*	180 minimum
Ductility, 39°F (4°C), 1 em/minute	ASTM D 113	100 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

* Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 grams. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.

AGGREGATE:

The aggregate shall be crushed stone and shall meet the following requirements:

SIEVE ANALYSIS ASTM C 136

Sieve	#9ASTM 0448 Percent Passing	COMBINATION #9 & #89 Percent Passing	#89 ASTM D 448 Percent Passing
1/2" (12.5 mm)		100	100
3/8" (09.5 mm)	100	90-100	90-100
#4 (4.75 mm)	85-100	55-85	20-55
# 8 (2.36 mm)	10-40	5-40	5-30
# 16 (1.18 mm)	0-10	0-10	0-10
# 50 (0.30 mm)	0-5	0-5	0-5

Soundness Loss (Sodium, 5 cycles)	ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss	ASTM C 131	45.0% maximum
Specific Gravity	ASTM C 127	2.45-2.85
Absorption	& 128	3.0% maximum
Minus 200 Sieve (0.075mm) Wash Loss	ASTM C 117	2.5% maximum

C3

PREPARATION OF MIXTURE:

The producer will provide a paved stockpile pad or an established material base of the same product as bid in the specifications. The pad or material base shall be solely committed to this product during the contract period.

The asphalt shall be heated to a temperature between 185° - 265°F (85°- 130° C).

.lixture shall consist of an aggregate and asphalt combined in a pug mill in the following ,portions:

Asphalt	5.0 to 6.5%
Aggregate	95.0 to 93.5%

The mixture may be prepared with no heat to the aggregate when determined as acceptable by laboratory testing.

Heat should be applied to the aggregate when determined as necessary by laboratory testing prior to production of the mixture or by a technical representative.

Under any of the above conditions the minimum amount of heat necessary to obtain coating or facilitate the operation of the plant may be utilized not to exceed under any circumstance 175°F (80°C).

When producing in a batch plant, wet mix time in the pug mill should be typically in the range of 30 to 45 seconds or until the aggregate is uniformly coated (greater than 95%) as outlined in ASTM D 2489.

C4
MIXTURE:

The mix shall meet the following requirements:

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water[1]	Visual	Less than 5%
Extraction of Bituminous Material	ASTM D 2172	3.5 min. 9.0% max.
Sieve Analysis of Extracted Aggregate	ASTM C 136	See Aggregate Specification
Minus 200 (0.075mm) Of Extracted Aggregate	ASTM C 117 & ASTM C 136	4.1% Maximum[2]
Shelf Life of 100 Tons or more		One-Year Minimum

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075mm) Wash Loss on the raw aggregate before the production of UPM. That value is necessary to minimize the effect of the plant when producing the finished UPM Cold Mix.

C5
PERFORMANCE GUARANTEE:

The supplier of the material shall guarantee the performance of the mix to meet the following requirements and typical repair methods used by the City of Cleveland.

A. The material shall remain workable to accommodate climatic conditions, in an uncovered stockpile of 100 tons or more, if applicable, for a period of not less than 12 months
B. Smaller quantities must be reasonably covered.

C. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

D. Typical pot hole repair methods used by the City of Cleveland; the city of Cleveland uses a throw and roll method of pot hole repair. Our method includes sweeping the excess debris and water from the pot hole and placing mixture in the hole, compaction methods are either hand tamp method or a typical compaction roller. The pot holes are not squared or prepared in any other way. Pot holes can range from 6 inches in depth to 1 inch in depth.

E. Utility Cuts – The City of Cleveland methods for repairing Utility Cuts are a square patch ranging in various sizes. The surface repairs range from 1 inch to 3 inches. A typical compaction roller is the method of compaction on utility cuts.

The City of Cleveland's Division of Water will evaluate the perforce of the material on a bi-weekly basis to ensure the material is meeting the performance requirements.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided.

Material safety sheets must be provided in the bid submission and retain on file in the Department of Public Utilities for all items listing in this specifications.

C6

Asphalt Binder Price Adjustment

The basis for an adjustment is the "Placing Index for Asphalt Binders" published monthly by the Ohio Department of Transportation.

The bidder is to indicate the price per ton increase or decrease for each five percent (5%) change from the bidding index to the placing index.

The Bidding Index for this Invitation to Bid shall be the Ohio Department of Transportation Placing index for the month immediately prior to the bid opening date. The bidding index remains constant for the duration of the contract.

The Placing Index is defined as the price established by the Ohio Department of Transportation placing index for the month that the asphalt is purchased.

This Asphalt binder price adjustment shall only be applied if the pricing index for asphalt binders increases or decreases in excess of five percent (5%) from the bidding index to the placing index.

The increase or decrease will only be considered in five percent (5%) increments.

Example 1
Bidding index when project bid $200.00
Placing index, three months into contract $209.80 an increase of 4.9%
Bidder not entitled to any price adjustment

Example 2
Bidding index when project bid $200.00
Placing index, three months into contract $210.20 an increase of 5.1%
Bidder is entitled to (1) five percent (5%) increment price adjustment, per ton of asphalt purchased during that month.

Example 3
Bidding index when project bid $200.00
Placing index, three months into contract $220.20 an increase of 10.1%
Bidder is entitled to (2) five percent (5%) increment price adjustment, per ton of asphalt purchased during that month.

C7
Delivery or Pickup Ticket/ Service Ticket/Packing SliQ

A All deliveries or pickups must be accompanied by a numbered delivery ticket/service ticket or packing slip and must include the following information.

1. Delivery Ticket, pickup, service ticket or packing slip must be numbered,
2. Date of service or material ordered
3. Date delivered or pickup
4. The quantity each commodity/service ordered and delivered, whether on a per pound, per ton, per tank, per sack, and /or pre gallon basis (as specified on the bid schedules of items pages) or on the purchase or on contract.
5. Must be signed by authorized City representative who received the material or services.
6. A copy of the pickup, delivery or packing slips must be given to the Department of Public Works representative at the time of delivery or pickup.

B. The awarded contractor or vendor will be responsible to provide the Department of Public Utilities representative for the accuracy and completeness of these documents.

C8
Invoices

A. All invoices submitted by the successful bidder must include the following information:

1. Invoice number and invoice date
2. Purchase Order number
3. Date ordered
4. Date delivered or pickup
5. Reference Delivery or Pickup ticket number
6. Quantity of materials delivered or pickup
7. Discounts percentage where applicable.
8. Successful bidder must and shall submit original invoices, along with accompanying information

B. The vendor will be responsible to the Department of Finance, Division of Accounts Payable, for the accuracy and completeness of these document to ensure timely payments.

WAGE THEFT AND PAYROLL FRAUD DISCLOSURE

SUMMARY:

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

INSTRUCTIONS:

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

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

DEFINITIONS:

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

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

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

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

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

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

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Person or Entity: _____

Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Date: _____

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

Bidder's Instructions

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

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

PLEASE NOTE: **Bids received after the Closing Date, Closing Time or sent to any other email address not identified in the Bidders Instructions cannot be considered.**

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

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

The bid documents must include:

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

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

TERMS AND CONDITIONS

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

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

_____
Name of Contractor or Subcontractor
By: _____
Title:_____

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