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	
163205	RFB 2002 202600000000620	ODOT Item 441-Asphalt Concrete Surface Type 1 - December 26	
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	ODOT Item 441-Asphalt Concrete Surface Type		From To	

Purchase of Recycled or Virgin Asphalt Concrete As Specified in the Attached Specifications Provided for Bidding Purposes & Upon Award of the Purchase Order.

Item 1 - O.D.O.T. Item 441-Asphalt Concrete Surface, Course Type 1, (PG 64-22), per Ton

Price per Ton: $_____

Item 2 - Asphalt Binder Adjustment per 5% change in O.D.O.T. Placing Index As Specified in Sections C3 and C-4 of the Attached Specifications.

Increase per Ton: $_____

Decrease per Ton: $_____

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

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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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**********Evaluation Method - Unit Price & Delivery Time Will Be Factored in the Evaluation Process to Determine Lowest & Best Bid Received**********

**********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 $49,900.00*****

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

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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.

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.

INVITATION TO BID

(This is not an order.)

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

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

Purchase of Recycled or Virgin Asphalt Concrete

Department of Public Utilities

Division of Water

C- 1 BID SCOPE & EVALUATION CRITERIA:

The Division of Water, Department of Public Utilities is seeking bids for to purchase ready-made asphalt products that conform to Item 703.05 of ODOT Construction and Materials Specifications.

(a) The City's requirements are for Asphalt Concrete Surface Course and Binder Course. For each item, bidders are requested to indicate their per ton price for these amounts based upon supplying 100% of the City's requirements using carbonate stone aggregate, and/or supplying 100% of the City's requirements using air cooled slag aggregate

(b) One purchase order shall be awarded for the purchase of surface course and binder course items.

(c) Subject to the provisions of section C-13 hereof, the purchase order shall be awarded to the responsible bidder quoting the lowest average per ton price for the fulfillment of the city's total requirements for asphalt concrete. This price shall be computed by multiplying the bidder's lowest per ton price for the items one and two by the estimated requirement quantities of each item, adding the products, and dividing by the total estimated requirement in tons.

C-2 ITEMS TO BE PURCHASED:

The items to be purchased under the terms of this bid shall be:

Item 1: ODOT item 441-Asphalt Concrete Surface, Course Type 1(PG 64-22)

Bidders are requested to indicate the per ton price.

*If the bidder has multiple asphalt plant locations within the City of Cleveland and inner rings or suburbs, the item price should be the same at all plant locations.

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

C-3 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 purchase order.

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. In calculating percent of change round to the nearest percent using normal rounding rules.

Example 1

Bidding index when project bid $200.00
Placing index, three months into purchase order $209.80 an increase of 4.9%
Bidder is entitled to (1) five percent (5%) increment price adjustment, per ton of asphalt purchased during that month.

Example 2

Bidding index when project bid $200.00
Placing index, three months into purchase order $214 an increase of 7.7%
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 purchase order $222 an increase of 11%
Bidder is entitled to (2) five percent (5%) increment price adjustments, per ton of asphalt purchased during that month.

C-4 SPECIFICATIONS:

(a) Upon award of the purchase order, the supplier shall be obligated to fulfill 100% of the City's requirements for each purchase order item using only the respective products for which the supplier was the selected lowest responsible bidder.

(b) All materials to be furnished under these purchase orders shall conform to the pertinent provisions of the current edition of the State of Ohio Department of Transportation Construction and Material Specifications and their modifications contained herein. The purchase order Item numbers on the bid sheet refer to these specifications and their modifications contained herein.

(c) The coarse aggregate used for the Asphalt Concrete, whether crushed carbonate stone or crushed air cooled slag, shall conform to Item 703.05 of ODOT Construction and Materials Specifications.

Item 1: ODOT item 441-Asphalt Concrete Surface, Course Type 1, (PG 64-22)

*Items 1, shall meet the specifications of the State of Ohio Department of Transportation Construction and Material Specification Manual- Latest edition

COMPOSITION

Before producing asphalt concrete, submit a proposed JMF for each combination of aggregates in writing to the City of Cleveland. Base the optimum percentage of asphalt binder selected for each JMF on the results of the specified tests evaluated, insofar as practical, as recommended in Chapter 5 of the *Asphalt Institute Manual Series No. 2.* The optimum percentage of asphalt binder is the percentage that yields the design air voids, provided that the other requirements as stated above are met. Provide a mix design with at least four graph points, including a minimum of two graph points above and two graph points below the optimum asphalt binder content. Include test data to demonstrate that mixtures conforming to the proposed JMF will have the properties as specified.

In addition submit the following samples of asphalt concrete conforming to the proposed JMF to the City of Cleveland:

1) A 5 pound minimum un-compacted sample.
2) A total of three Marshall specimens.

The City of Cleveland may require additional samples of individual materials of asphalt concrete conforming to the proposed JMF. The City of Cleveland may perform additional tests to ensure adequate mix performance. Based on the resul of these tests, the

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

C-4 SPECIFICATIONS (Continued):

City of Cleveland may require the successful bidder to design a new JMF. Allow time for this additional testing.

The aggregates used in the production of the asphalt concrete must conform to Ohio Department of Transportation specification 703.01 and to the requirements of Ohio Department of Transportation specification 703.05 for coarse and fine aggregates. However the coarse aggregate for use in the asphalt is limited to crushed carbonate stone or air cooled blast furnace slag. All aggregates intended for use in the asphalt concrete must be listed on Ohio Department of Transportation list of approved sources for Group 0 and or Group 1 and the aggregate supplier must be an approved pre-qualified Ohio Department of Transportation aggregate supplier.

A copy of the approved ODOT pre-qualified aggregate supplier program quality control plan will be required.

It is the intent of the specification that the material used in the production of asphalt concrete will result in a mixture that conforms to the JMF. If the produced asphalt concrete fails to conform to the JMF, the City of Cleveland may reject the JMF and require the successful bidder to establish a new JMF.

The supplier shall have an operating test laboratory and laboratory personnel on its premises fully equipped to perform the tests required by ODOT 441 specifications. Testing will be conducted daily and all laboratory reports made available to the City of Cleveland on a daily basis.

Course	Type 1 Surface **Modified**		
1 1/2 inch (37.5 mm)[1]			
1 inch (25.0 mm)[1]			
3/4 inch (19.0 mm)[1]			
1/2 inch (12.5 mm)[1]		100	
3/8 inch (9.5 mm)[1]		90 to 100	
No. 4 (4.75 mm)[1]		50 to 72	
No. 8 (2.36 mm)[1]		30 to 55	
No. 16 (1.18 mm)[1]		17 to 40	
No. 30 (600 μm)[1]		12 to 30	
No. 50 (300 μm)[1]		5 to 20	
No. 100 (150 μm)[1]		2 to 12	

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

No. 200 (75 -tm)[l]			
Asphalt Binder[2]		6.0 to 10.0	
F/A Ratio, max.[3]		1.2	
F-T Value[4]		+2	
Blows[S]		50	
Stability, min., pounds[S]		1200	
(N)		(5338)	
Flow, 0.25 mm[S]		8 to 16	
Design Air Voids[6]		3.5	
VMA, min.[?]		16	
Special Designation			

[1] Sieve, percent passing
[2] Percent of total mix
[3] Using effective asphalt binder content
[4] Percentage points maximum
[5] AASHTO T 245
[6] Percent/ Supplement 1036
[7] Percent, Supplement 1037

C-5

DELIVERY:

(a) All materials listed are to be furnished as required F.O.B. City of Cleveland trucks at the Supplier's asphalt plant.

(b) City trucks shall not be delayed in line for more than 30 minutes at any supply locations.

C-6

REPRESENTATIVE AT ASPHALT PIANT:

The Supplier shall permit an authorized representative of the City to be present at the asphalt plant at any time it is producing asphalt concrete for the City and shall permit said representative to make such tests as he deems necessary.

C-1

PAYMENT:

(a) Payment shall be made on the basis tons of product provided.

(b) The supplier shall provide the proper dray slips for materials, which are to be paid for on a per ton basis. No material shall be delivered to any job site without dray slips with the automatic printed weights on them.

C-7 PAYMENT (Continued):

(c) The Supplier shall have a tested and sealed scale which has a device that shall totally print on each dray slip the gross and tare weights for each load. The scale shall be certified by the Director of Consumer Affairs of the City of Cleveland. The scale shall be tested at least once every six months.

C- 8 PLANT OWNERSHIP; LOCATION

An eligible bidder must own and operate at least two (2) asphalt plants to insure availability of product in the event of a plant malfunction. The bidder must be able to document proof of ownership of all plants and must identify in its bid the location, by street address and city, each plant that will supply the item(s) awarded in a purchase order resulting from its bid.

In addition to price, responsiveness to the bid specifications and other usual factors; the City will consider the bidder's ownership of at least two (2) plants, the plant locations and the distances and times City trucks must travel from each plant location to various potential work sites during the purchase order term in determining the lowest and best bidder

C-10 SAFETY:

Section 107.01 of the Specifications requires, among other things, compliance with Chapter 4121:1-3 of the Ohio Administrative Code entitled "Specific Safety Requirements of the Industrial Commission of Ohio relating to Construction," effective November 1, 1979, and with the "Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, Part 1926."

C-11 SPECIAL PROVISION RELATING TO MATERIALS:

Bidder shall provide documentation listing prior approved ODOT 441 asphalt mixes and certification of 441 asphalt production for the last five (5) years.

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.