

(This is not an order.)

Buyer: Jules Gilliam

216-664-2621

jgilliam@city.cleveland.oh.us

1 of 10

Day(s)

Requestor: Robert Mavec

216-664-6135

rmavec@city.clevel and.oh. us

CITY OF CLEVELAND

TRAFFIC SIGN UNIT BLDG. #4

4150 E.49th St. Cleveland, OH 44105

Division of Purchases & Supplies 601 Lakeside Avenue Room 128

Cleveland, OF	H 44114						
Procureme	ent Folder	RFB No.	F	RFB Description			
153932		RFB 7017 202500000000317		Miscellaneous Sheeting of Various Colors & Sizes - July 2025			
RFB Closii	ng Date/Time		г	Department/Division	n Public Bid Open	ing Date/Time	
July 10, 202	5 3:00 PM			7017	July 10,	2025 3:00 PM	
SCHEDUL	E OF EVENTS						
		Event Description			Event Date		
Group/ Line#		Commodity Description		Item Quantity/ UOM	Service Dates	Catalog Discount	
1 /	Overlay, 36"	x 50 Yds BLUE OL-2005SF (4 Ro	olls)	1800.00000 / SQFT			
Manufacti	urer Name:			-			
Item/Prod	uct Number:		_				
Number o	f Feet per Roll:		_				
Number o	f Days for Deliv	very After Award:					
		nit Costs MUST Include: Shipping mit Product & Warranty Informatio					
Ship To:		mit i roduct & warranty informatic			Vendor Response		
	gn Unit Bldg #4			Unit Price	Extension	Delivery Days	
	SIGN UNIT E	BLDG. #4	\$	\$		Day(s)	
4150 E.4 Clevelan	9th St. d, OH 44105						
Group/		Commodity Description		Item Quantity/	Service	Catalog	
Line#		Commodity Description		UOM	Dates	Discount	
1 / 2	2 Overlay 36" x	50 Yds RED OL-2008SF (2 Rolls	s)	900.00000 / SQFT			
Manufacti	urer Name:			-			
Item/Prod	uct Number:		_				
Number o	f Feet per Roll:		_				
Number o	f Days for Deliv	very After Award:					
		nit Costs MUST Include: Shipping mit Product & Warranty Informatic					
Ship To:		, <u></u>			Vendor Response		
Traffic Si	gn Unit Bldg #4	4		Unit Price	Extension	Delivery Days	

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Page 2 of 10

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CITY OF CLEVELAND

Division of Purchases & Supplies 601 Lakeside Avenue Room 128

Cleveland, OH 4	1114					
Procurement	Folder	RFB No.	RFB	Description		
153932		RFB 7017 202500000000317		•	of Various Colors & S	Sizes - July 2025
RFB Closing	Date/Time		Depa	artment/Division	Public Bid Open	ing Date/Time
July 10, 2025 3				7017	· ·	2025 3:00 PM
Group/ Line#		Commodity Description		Item Quantity/ UOM	Service Dates	Catalog Discount
1/3	heeting 48" x	50 Yds EG BLUE T-1505A (2 Rolls	s)	1200.00000 / SQFT		
Manufacture	r Name:		'		•	
Item/Product	Number:					
Number of F	eet per Koll: _					
Number of D	ays for Delive	ery After Award:				
*****PLEA	SE NOTE: Un	it Costs MUST Include: Shipping & I	Handling a	nd ANY Applicabl	e Costs****	
*****Vendo	r MUST Subn	nit Product & Warranty Information i	f Applicab	le with Bid Submis	sion****	
Ship To:		j			endor Response	
Traffic Sign	Unit Bldg #4		Un	it Price	Extension	Delivery Days
	IGN UNIT B	LDG. #4	\$	\$		Day(s)
4150 E.49th Cleveland,						
					Ι	
Group/ Line#		Commodity Description		Item Quantity/ UOM	Service Dates	Catalog Discount
	Sheeting 48" x	50 Yds EG WHITE T-1500A (2 Roll	IS)	1200.00000 / SQFT		2.000
Manufacture	r Name:		!		•	
Item/Product	Number:					
Number of F						
		ery After Award:				
*****PLEA	SE NOTE: Un	it Costs MUST Include: Shipping & l	Handling a	nd ANY Applicabl	e Costs****	
*****Vendo	r MUST Subn	nit Product & Warranty Information i	f Applicab	le with Bid Submis	sion****	
Ship To:					endor Response	
Traffic Sign	Unit Bldg #4		Un	it Price	Extension	Delivery Days

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Buyer: Jules Gilliam

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3 of 10

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CITY OF CLEVELAND

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

Procureme	nt Folder	RFB No.	R	RFB Description				
153932		RFB 7017 20250000000031	7 M	iscellaneous Sheet	ing o	f Various Colors & Si	izes - July 2025	
RFB Closin	g Date/Time		D	epartment/Divisi	ion	Public Bid Openi	ng Date/Time	
July 10, 2025	3:00 PM			7017		July 10, 2	2025 3:00 PM	
Group/ Line#			·	Item Quantity/ UOM		Service Dates	Catalog Discount	
1 / 5	Sheeting 36" x	50 Yds EG RED T-1508 (1 Ro	11)	450.00000 / SQFT				
Manufactu	rer Name:							
Item/Produ	ıct Number:							
•								
Number of	Days for Delive	ery After Award:						
*****PLE	ASE NOTE: Un	it Costs MUST Include: Shippin	− σ & Handlir	ng and ANY Applic	able	Costs****		
Ship To:	uor MUS1 Subir	nit Product & Warranty Informat	lion II Appil	cable with Bid Sub		endor Response		
-	gn Unit Bldg #4			Unit Price Extension			Delivery Days	
1	SIGN UNIT B		\$					
4150 E.49					\$		Day(s)	
Cleveland	l, OH 44105							
Group/ Line#		Commodity Description		Item Quantit	:y/	Service Dates	Catalog Discount	
	Sheeting 30" x	50 Yds EG WHITE T-1500 (4 F	Rolls)	1500.00000	/	Dates	Discount	
-	8-1	(,	SQFT				
Manufactu	rer Name:			•			•	
Item/Produ	ıct Number:							
Number of	Feet per Roll: _							
Number of	Days for Delive	ery After Award:						
	•	it Costs MUST Include: Shippin	– o & Hondlin	a and ANV Annlis	.ak1a	Coata****		
*****Vend	dor MUST Subm	nit Product & Warranty Informat	tion if Appli	cable with Bid Sub		on***** endor Response		
-	n Unit Bldg #4			Unit Price	Ve	Extension	Delivery Days	
1	SIGN UNIT B					LACTION		
1			\$		\$		Day(s)	

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4 of 10

Day(s)

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CITY OF CLEVELAND

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

Procurement Folder RFB No.		RFB Description						
153932		RFB 7017 202500000000317	M:	Miscellaneous Sheeting of Various Colors & Sizes - July 2025				
RFB Closin	g Date/Time	1	De	epartment/Division	Public Bid Open	ing Date/Time		
	July 10, 2025 3:00 PM			7017		2025 3:00 PM		
Group/ Line#		Commodity Description		Item Quantity/ UOM	Service Dates	Catalog Discount		
1 / 7	Sheeting 30" x	50 Yds EG ORANGE W-1504 (1 Ro	oll)	375.00000 / SQFT				
Manufactu	rer Name:			L				
Item/Produ	ict Number:							
		ry After Award:						
		it Costs MUST Include: Shipping &	Handlin	g and ANY Applicab	e Costs****			
		nit Product & Warranty Information i						
Ship To:	aor Moor Saon	Troduct & Warrancy Information is	Vendor Response					
•	Traffic Sign Unit Bldg #4		Unit Price		Extension Delivery Da			
TRAFFIC	SIGN UNIT B	LDG. #4	\$	s		Day(s)		
4150 E.49				4		Day(s)		
Cleveland	I, OH 44105							
Group/ Line#		Commodity Description		Item Quantity/ UOM	Service Dates	Catalog Discount		
	Sheeting 48" x	50 Yds HIP WHITE T6500 (4 Roll	s)	2400.00000 / SQFT				
Manufactu	rer Name:					-		
Item/Produ	ıct Number:							
	Feet per Roll:							
Number of	Days for Delive	ry After Award:						
*****PLE	ASE NOTE: Un	it Costs MUST Include: Shipping &	Handlin	g and ANY Applicable	e Costs****			
*****Vend	dor MUST Subm	nit Product & Warranty Information i	if Applic	cable with Bid Submis	sion****			
Ship To:				١	/endor Response			
	n Unit Bldg #4			Unit Price	Extension	Delivery Days		
LIRAFFIC	SIGN UNIT B	LUG. #4		_				

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Division of Purchases & Supplies 601 Lakeside Avenue Room 128

Cleveland, OH	14114							
Procuremen	t Folder	RFB No.	R	FB Description				
153932		RFB 7017 202500000000317	M	Miscellaneous Sheeting of Various Colors & Sizes - July 2025				
RFB Closing	Date/Time		D	epartment/Divisio	n Public Bid Open	ing Date/Time		
July 10, 2025	3:00 PM			7017	July 10,	2025 3:00 PM		
Group/ Line#		Commodity Description	,	Item Quantity/ UOM	Service Dates	Catalog Discount		
1 / 9	Sheeting 36" x	50 Yds HIP WHITE T6500 (2 Roll	s)	900.00000 / SQFT				
Manufactur	er Name:		_	1		•		
Item/Produc	ct Number:							
Number of	Feet per Roll: _							
Number of	Days for Delive	ery After Award:						
*****PLE <i>A</i>	ASE NOTE: Un	it Costs MUST Include: Shipping &	& Handlir	ng and ANY Applicab	le Costs****			
*****Vend	or MUST Subn	nit Product & Warranty Information	ı if Appli	cable with Bid Submi	ssion****			
Ship To:			Vendor Response					
, ,	Traffic Sign Unit Bldg #4 TRAFFIC SIGN UNIT BLDG. #4			Unit Price	Extension	Delivery Days		
4150 E.49		LDG. #4	\$	\$		Day(s)		
	OH 44105							
Group/ Line#		Commodity Description		Item Quantity/ UOM	Service Dates	Catalog Discount		
	Sheeting 30" x	50 Yds HIP WHITE T-6500 (20 Ro	olls)	7500.00000 / SQFT	Bates	Disodiff		
Manufactur	er Name:		_					
Item/Produc	et Number:							
Number of	Feet per Roll: _							
Number of	Days for Delive	ery After Award:						
*****PLEA	ASE NOTE: Un	it Costs MUST Include: Shipping &	& Handlir	ng and ANY Applicab	le Costs****			
*****Vend	or MUST Subn	nit Product & Warranty Information	ı if Appli	cable with Bid Submi	ssion****			
Ship To:					Vendor Response			
_	n Unit Bldg #4 SIGN UNIT B			Unit Price	Extension	Delivery Days		

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TRAFFIC SIGN UNIT BLDG. #4

4150 E.49th St. Cleveland, OH 44105

Division of Purchases & Supplies 601 Lakeside Avenue Room 128

Cleveland, OH	44114						
Procureme	nt Folder	RFB No.	RFE	B Description			
153932		RFB 7017 202500000000317		•	g of Various Colors & S	Sizes - July 2025	
RFB Closin	g Date/Time	1	Dep	partment/Divisio	n Public Bid Openi	ing Date/Time	
July 10, 2025 3:00 PM			7017	July 10,	2025 3:00 PM		
Group/ Line#		Commodity Description		Item Quantity UOM	/ Service Dates	Catalog Discount	
1 / 11	Sheeting 36" x	x 50 Yds HIP YELLOW T6501 (2 Roll	ls)	900.00000 / SQFT			
Manufactu	rer Name:						
Item/Produ	ict Number:						
Number of	Feet per Roll:						
		ery After Award:					
	-		Ta 415 a	1 ANIX/ A1:	1.1. (4.****		
		nit Costs MUST Include: Shipping & H	_				
	dor MUST Subi	mit Product & Warranty Information if	Applicat	ble with Bid Subm	Vendor Response		
Ship To:	n I Init Dida #	4	Unit Price Extension Delivery Days				
	n Unit Bldg #4 SIGN UNIT E	BLDG #4					
4150 E.49			\$	\$		Day(s)	
Cleveland	I, OH 44105						
Group/ Line#		Commodity Description		Item Quantity UOM	/ Service Dates	Catalog Discount	
1 / 12	Sheeting 30" x	x 50 Yds HIP YELLOW T-6501- (5 Ro	olls)	1875.00000 / SQFT			
Manufactu	rer Name:				•	_	
Item/Produ	ıct Number:						
Number of	Feet per Roll:						
Number of	Days for Deliv	ery After Award:					
*****PLE	ASE NOTE: U1	nit Costs MUST Include: Shipping & H	Handling :	and ANY Applica	ble Costs****		
*****Vend	dor MUST Subi	mit Product & Warranty Information if	Applical	ble with Bid Subm	ission****		
Ship To:		•			Vendor Response		
Traffic Sig	gn Unit Bldg #4	4	Ur	nit Price	Extension	Delivery Days	



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Cleveland, OH	44114				
Procureme	nt Folder	RFB No.	RFB Description		
153932		RFB 7017 202500000000317	Miscellaneous Sheeting	of Various Colors & S	Sizes - July 2025
RFB Closin	g Date/Time		Department/Division	Public Bid Open	ing Date/Time
July 10, 2025	•		7017	<u> </u>	2025 3:00 PM
Group/ Line#		Commodity Description	Item Quantity/ UOM	Service Dates	Catalog Discount
	Sheeting 36" x T7513 (1 Rolls	s 50 Yds MVP FL YELLOW GREEN	450.00000 / SQFT		
Manufactu	rer Name:		1	1	
Item/Produ	ıct Number:				
Number of	Feet per Roll:				
Number of	Days for Deliv	ery After Award:			
*****PLE	ASE NOTE: U1	nit Costs MUST Include: Shipping & Ha	ndling and ANY Applicable	e Costs****	
*****Ven	dor MUST Subi	mit Product & Warranty Information if A	pplicable with Bid Submiss	sion*****	
Ship To:	401 111001 5401	microduce at warrancy information in re-	**	endor Response	
-	n Unit Bldg #4	4	Unit Price	Extension	Delivery Days
l `	SIGN UNIT E		s		Day(s)
4150 E.49					Day(s)
Cleveland	I, OH 44105				
Group/ Line#		Commodity Description	Item Quantity/ UOM	Service Dates	Catalog Discount
1 / 14	Sheeting 30" x T7513 (2 Rolls	s 50 Yds MVP FL YELLOW GREEN s)	750.00000 / SQFT		
Manufactu	rer Name:		•		
Item/Produ	ıct Number:				
Number of	Feet per Roll:				
,		ery After Award:			
	•	nit Costs MUST Include: Shipping & Ha	ndling and ANV Applicable	- Costs****	
*****Vend	dor MUST Subi	mit Product & Warranty Information if A	**	endor Response	
-	n Unit Bldg #4	1	Unit Price	Extension	Delivery Days
l `	SIGN UNIT E		Omit i not	LAGISIOII	Delivery Days



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Procurement Folder RFB No.		RFB No.	RFB Description					
53932		RFB 7017 202500000000317	Miscellaneous Sheeting of Various Colors & Sizes - July 2025					
RFB Closin	g Date/Time		Dep	partment/Division	Public Bid	Opening	g Date/Time	
uly 10, 2025	3:00 PM			7017	J	uly 10, 20	25 3:00 PM	
Group/ Line#		Commodity Description		Item Quantity/ UOM	Serv Dat		Catalog Discount	
1 / 15	Sheeting 36" x	50 Yds HIP RED T6508 (1 Roll)		450.00000 / SQFT				
Manufactu	rer Name:							
Item/Produ	ıct Number:							
Number of	Feet per Roll:							
Number of	Days for Deliv	ery After Award:						
****PLE	ASE NOTE: U1	nit Costs MUST Include: Shipping &	Handling	and ANY Applicable	e Costs****			
*****Veno	dor MUST Subi	nit Product & Warranty Information i	f Applica	ble with Bid Submiss	sion*****			
Ship To:		j			endor Resp	onse		
Traffic Sign Unit Bldg #4		1	U	Unit Price Extension		1	Delivery Days	
	SIGN UNIT E	BLDG. #4	\$	s			D:	
4150 E.49	9th St. I, OH 44105							
Octobalic	1, 011 44 100							
		andar Tatal Amarint for Itama	Vendo	or Total Amount for	Services	Paym	ent Discount Offer	
Vendor Res	-	endor Total Amount for Items						
	sponse V	s s					70	
Vendor Res	-						70	
Vendor Res	\$ DELIVERY		purchase	order. No other terms	will be accepta	ıble.	70	
Vendor Res TERMS OF Price quo	S DELIVERY ted shall be F.O	\$	-		will be accepta	able.	70	
Vendor Res TERMS OF Price quo Delivery of All charg	F DELIVERY ted shall be F.O quoted must be ses for shipping 1	.B. delivered to the place designated on	pt of the o	rder.				
TERMS OF Price quo Delivery of All charg specified	TOELIVERY ted shall be F.O quoted must be ses for shipping r dollar amount in	.B. delivered to the place designated on stated in terms of work days after receipnust be included within the Unit Price f	pt of the o	rder. em quote unless otherv	vise designated	by a separ	rate line with a	
Vendor Res TERMS OF Price quo Delivery of All charg specified No freigh	Topic shall be F.O quoted must be ses for shipping redollar amount in the charges will be	.B. delivered to the place designated on stated in terms of work days after receipnust be included within the Unit Price factusive of all shipping charges.	pt of the o	rder. em quote unless otherv	vise designated	by a separ	rate line with a	
TERMS OF Price quo Delivery of All charg specified No freigh	TOELIVERY ted shall be F.O quoted must be ses for shipping r dollar amount in	B. delivered to the place designated on stated in terms of work days after receipnust be included within the Unit Price factusive of all shipping charges.	pt of the or	rder. em quote unless otherv art of the original quo	vise designated	by a separ	rate line with a award.	
Vendor Res TERMS OF Price quo Delivery of All charg specified No freigh EVALUATIO Group/ Line #	S F DELIVERY Ited shall be F.O quoted must be ses for shipping redollar amount in the charges will be on CRITERIA	.B. delivered to the place designated on stated in terms of work days after receipnust be included within the Unit Price factusive of all shipping charges.	pt of the or	rder. em quote unless otherv art of the original quo	vise designated	by a separ	rate line with a	



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Procurement Folder	RFB No.	RFB Description			
153932	RFB 7017 202500000000317	Miscellaneous Sheeting of Various Colors & Sizes - July 2025			
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time		
July 10, 2025 3:00 PM		7017	July 10, 2025 3:00 PM		

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.

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.



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rocurement Folder	RFB No.	RFB Description	
53932	RFB 7017 202500000000317	Miscellaneous Sheeting o	f Various Colors & Sizes - July 2025
FB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
ly 10, 2025 3:00 PM		7017	July 10, 2025 3:00 PM
BIDDER MUST COMPL	ETE & SIGN BELOW	'	
NAME OF THE FIRM:			
STREET ADDRESS:			
CITY:		STATE:	ZIP CODE:
FED ID # / SSN #:			
PHONE NO.:		FAX NO.:	
EMAIL ADDRESS:			
PLEASE PRINT CONTAC	T NAME:		
AUTHORIZED SIGNATU	RE:	DATE:	
All bids and related docum	nents must be enclosed in a sealed env	elope and marked with the RI	FB number.
Room	on of Purchases & Supplies akeside Ave 128, City Hall and, OH 44114		

Effective Immediately: In accordance with Codified Ordinance 181.13 (I) 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.

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

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

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

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

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

The bid documents must include:

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. <u>Limit of Liability.</u> 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.
 - 3. 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 <u>DISCLOSURE</u> 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	e 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.



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: