



INVITATION TO BID

(This is not an order.)

Page 1 of 3

CITY OF CLEVELAND

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

Buyer: Jules Gilliam
216-664-2621
jgilliam@city.cleveland.oh.us

Requestor: Rashauna Johnson
2164207526

Procurement Folder	RFB No.	RFB Description	
147019	RFB 7004 202400000000371	Various Arts & Crafts - August 2024	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
August 15, 2024 3:00 PM		7004	August 15, 2024 3:00 PM

SCHEDULE OF EVENTS

Event Description			Event Date	
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 1	Various Arts & Crafts - August 2024		From To	

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

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

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

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

Ship To:	Vendor Response		
Budget-Recreation Budget-Recreation - City Hall Rm.8 601 Lakeside Ave, Room 8 Cleveland, OH 44114		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



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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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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

VARIOUS ARTS & CRAFTS DESCRIPTION	ITEM #	QTY	UOM	UNIT COST
Braided Nylon Cord (Great for making all types of jewelry, braiding, and weaving projects. Knots well or use lighter / flame to fuse ends. 1mm x 280 meters long (306 yards), non-elastic) - or approved equal	JE226	2	Each	
Color Splash Moroccan Style Bead Assortment (muted earth tones and rich colors. The look of antique beads for less. Approximately 450 plastic beads per 1-lb bag) - or approved equal	BE1262	4	Each	
Color Splash Pony Bead Assortment, Metallic Striped (Assorted acrylic fashion color pony beads. Beads feature engraved silver stripes. Make eye-catching necklaces and bracelets. Approximately 825 pieces per 1/2=lb. bag.) - or approved equal	BE1163	5	Each	
Wood Bead Assortment in Box (painted and stained genuine wood beads in an assortment of shapes, sizes, and patterns for the ultimate in wood jewelry projects. Twelve different beads each in its own compartment in the included divided plastic storage container. Lock-tight, hinged lid for organized, mess-free storage. Mix and match the beads with leather cording, hemp or jewelry elastic to create beautiful wood jewelry pieces. Size of hole range from approach 2.5mm to 5 mm. Box measures: 10-3/4" L x 7"W x 1-3/4" H) - or approved equal	BE1397	3	Set	
Color-Me Sneaker Keychains (pack of 12) - or approved equal	CE4547	2	Pack	
Soda Ash Dye Fixer, 16 oz. (Soda Ash, 1 lb. Dye fixer. Soda ash is a dye activator for Procion Dye. Use 1/3 cup per 3 gallons of warm water. Soak garment and rinse before dyeing. Contains Sodium Carbonate.) - or approved equal	FA3249	3	Each	
School Smart Apple Stress Ball, Red.	086351	10	Each	
Craft Stick Barrel Bank Craft Kit - Pack of 25 (Includes craft sticks, pre-cut cork, cardboard tubes, glue, markers, and instructions. Adaptable to any theme, add your own accents. Finished project measures 4-1/2" T x 3-1/16" in diameter. Product instructions) - or approved equal	CS507J	1	Kit	
Jacquard Tie-Dye Kit (contains pre-measured primary colors of procion dye powder in convenient applicator bottles, soda ash, dye fixer, rubber bands, rubber gloves, directions and an extra bottle to mix your choice of color. Use on natural fabric. Contains enough to dye 15 adult t-shirts) - or approved equal	FA3250	1	Kit	
Make a Drum Craft Kit - Pack of 12 (This drum assembles easily and then can be decorated with the included markers and more. Comes with all drum supplies including drum "sticks". Finished drums measure 7" H x approximately 4" in diameter.) - or approved equal	GP3352	1	Kit	
Brain Noodles, Brights - pack of 22 (Includes 22 assorted colored noodles, 1" diameter x 18" long, 2 sets of wiggly eyes, 4 pom poms all packed in a clear plastic storage can.) - or approved equal	19974001	1	Kit	
Christmas Cuties Stain-A-Frames Craft Kits - pack of 18 (assorted frames, glass stain, acrylic paint, brushes and instructions. 2") - or approved equal	GP919	1	Kit	

VARIOUS ARTS & CRAFTS DESCRIPTION	ITEM #	QTY	UOM	UNIT COST
Color-Me Cardboard Santa and Tree (Pack of 48) - Or approved equal	CM269	1	Kit	
Dinosaur Masks Craft Kit - Pack of 24 (Kit includes; cardboard masks in assorted printed designs, elastic cord, markers and instructions) - or approved equal	GP1023	1	Kit	
Simply Stitch Art - Pack of 30 (10 each of 3 designs; sun, stars, and rainclouds 5"x7") - or approved equal	ST2546	1	Kit	
Super Visors Craft Kit - Pack of 48 (Kit includes, instructors, elastic, non-toxic markers, and cardboard visors 7-1/2" x 10") - or approved equal	GP457	1	Kit	
Elmer's Painters Neon Paint Markers - Pack of 5 (Hot Pink, Bright Orange, Bright Yellow, Lime Green, Neon Blue) - Or approved equal	PT3465	2	Set	
Mirror Board Circles - Pack of 25 - 5" - or approved equal	9730541	4	Pack	
Paper Pulp Mask (Class set of 30) - or approved equal	9727039	1	Pack	
Roylco Color Reveal Textures Paper (pack of 96 sheets, 8.5"x11") - or approved equal	9742877	1	Pack	
8mm Multifaceted Beads - 1 lb. (approx. 2000 beads) - or approved equal	9727987	12	Pack	
Nasco Bucket O'Beads and Charms (Get more fun per gallon! Includes over 6,500 plastic beads, charms, and other surprises, plus 1,350 ft. of nylon cording. Comes packed in an easy-to-carry, plastic gallon bucket.) - or approved equal	9718093	12	Each	
Color Splash! Glitter Alpha Bead Assortment (Say it with glitter-filled alphabet beads! Great for making friendship bracelets. Give some, wear some, say something! 1/2 lb. pack - approx. 500 beads.) - or approved equal	BE1256	30	Pack	
Glitter Vowel Beads (Colorful, glitter-filled vowel beads. Use with BE1256 to make friendship bracelets. Share and wear! Approximately 225 beads per bag.) - or approved equal	BE1279	10	Pack	
Sax Genuine Canvas Panels, 11 x 14 inches, White, Classroom Pack of 36 - or approved equal	2105316	10	Pack	
Sax Genuine Canvas Panels, 8 x 10 inches, White, Classroom Pack of 36 - or approved equal	2105327	10	Pack	
Sax Genuine Canvas Panels, 9 x 12 inches, White, Classroom Pack of 36 - or approved equal	2105329	10	Pack	

VARIOUS ARTS & CRAFTS DESCRIPTION	ITEM #	QTY	UOM	UNIT COST
Gleco Trap - 64 oz package (The Gleco Trap provides you with an economical plumbing trap that is easily installed and maintained. The Gleco Trap is connected below the sink and collects solids in a bottle, which has a fill line. When the solids reach the fill line, the trap is drained through a valve, the bottle is exchanged with a replacement bottle, the valve shut and the trap is back in service. Bottle exchange is rapid and done without the need of tools (less than 2 minutes!). Most of all, there is no mess and less chance of water spillage.) - or approved equal		2	PK	
Standard Clay Company 105 White Clay (50lb moist clay) - or approved equal		100	Each	
Amaco No. 25 White Art Clay - or approved equal	0800242	50	Each	
Kemper Cutoff Needles - or approved equal	9731960	20	EA	
Gleco Trap Replacement Bottles - 128 ounce replacement bottles for the Gleco Trap (4 pack) - or approved equal		3	CASE	
Half Dodecagon Ceramic Shelf 26" x 13" x 5/8" - or approved equal		12	Each	
MS20 - Element Pins Pack of 24 - or approved equal		10	Pack	
Relay 30 Amp Enclosed Power Relay, 12 Vot Coil - or approved equal	relay-12V	10	Each	
Type K Thermocouple w/o Block and Wire - or approved equal		6	Each	
Amaco Kiln Element Sets (EX-399SF Single Phase 208V) - or approved equal		2	Set	
Amaco Kiln Cement - 1lb. (premixed for brick repair) - or approved equal		3	Bottle	
Ceramic Supply Kiln Wash (5lb bag) - or approved equal		4	Each	
Chrysanthos Underglaze Pencils (Black) - or approved equal		6	Each	
Amaco Lead-Free Teacher's Palette Light Gloss Glaze (Cone 05) - Pints - Set of 12 (Introducing the first glaze series engineered for infinite palette mixability. Soft, non-flowing Cone 05 glaze is easy to apply and fire. Each glaze offers a full, rich, high-gloss finish while blending easily. The one-step glaze can also be layered by brushing or slip trailing on top of other glazes without bleeding, distortion, or glaze interaction that could lead to unintended results. Each glaze fires true to the color in the bottle. All colors intermixable for an infinite palette. Designed for artists of any age. Dinnerware safe, lead free, and nontoxic. Made in the U.S.A. Set of 12 includes 1 pint each of quartz, emerald, peridot, aquamarine, zircon, sapphire, onyx, jasper, citrine, fire opal, ruby, and tanzanite.) - or approved equal	9742116	9	Set	

VARIOUS ARTS & CRAFTS DESCRIPTION	ITEM #	QTY	UOM	UNIT COST
Amaco Lead-Free Teacher's Palette Low-Fire Glaze - Set of 12 - Set 1 (Introducing the first glaze series engineered for infinite palette mixability. These soft, non-flowing Cone 05 glazes are easy to apply and fire. They offer a full, rich, high-gloss finish while blending easily. The one-step glazes can also be layered by brushing or slip trailing on top of each other without bleeding, distortion, or glaze interaction that could lead to unintended results. Each glaze fires true to the color in the bottle. All colors intermixable for an infinite palette. Designed for artists of any age. Includes one pint bottle each of gray, sky blue, blue green, caramel, fudge brown, mint green, grape, raspberry, pig pink, brick red, lemon, and carrot. Dinnerware safe, lead free, and nontoxic. Made in the U.S.A.) - or approved equal	9730309	9	Set	
Amaco Lead-Free Teacher's Palette Low-Fire Glaze - Set of 12 - Set 2 (The first glaze series engineered for infinite palette mixability. Soft, nonflowing Cone 05 glazes are easy to apply and fire. They offer a full, rich, high-gloss finish while blending easily. The one-step glazes can be layered by brushing or slip trailing on top of each other without bleeding, distortion, or glaze interaction. Each glaze fires true to the color in the bottle. Dinnerware safe, lead free, and nontoxic. Made in the U.S.A. Set of 12 includes one each of coal black, cotton, midnight blue, frog green, medium blue, robin's egg, granny smith, green leaf, lilac, scarlet, maize, and pumpkin.) - or approved equal	9735547	9	Set	
Chef's Apron - Black (Durable 100% cotton, machine washable, 31 in H x 27 on W)	WA33000	3	Each	
Food Science Activities (Grades 9 and up. Food Science is the perfect way to illustrate science in the real world. 25 simple, step-by-step activities and worksheets with answer keys. Activities include sensing science, biochemistry of milk, nutrition science, and more. 166 pages, 8-1/2 in x 11 in. three-ring binder. Copyright 2009) - or approved equal	WA27928	1	Each	
Silicone Drying Mat (Ribbed Design aerates and elevates items, keeping them clean and sanitary. Heat resistant up to 425 F, so it can be used as a trivet. Mat can be rolled or hung for storage. 16-7/8 in x 12-1/2 in. x 1/4 in. Dishwasher safe	WA35492	5	Each	
Dry-Erase Activities Board, 19"x25" (Keep everyone posted on the day's special events, menu and activities with this dry-erase board. 19"x25" board. 2 grommets for easy hanging) - or approved equal	13901	3	Each	
Expo Dry Erase Eraser (Versatile soft pile eraser removes markings quickly and cleanly from dry erase materials. Use it on a variety of surfaces such as whiteboards, porcelain and melamine. Cleans up easily with soap and water so it's ready to go to work again. 5-1/8"W x 1-1/4"H.) - or approved equal	EC5817	4	Each	
Stainless Steel Mixing Bowls with Lids, Set of 3 (Stainless Steel Mixing Bowls with Lids is sold as a set of 3, 1-1/2 quart, 3 quart and 5 quart. 1 Year Warranty.) - or approved equal	1537238	2	Set	

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Ziploc 1-Gallon Freezer Bag 2-11/16 Millimeter (The Ziploc Double Zipper Gallon 2-11/16 millimeter Resealable Freezer and Storage Bag locks in freshness and protect foods from drying out and freezer burn featuring double zipper seals. Bag with write-on labels comes in convenient self-dispensing carton, in a pack of 250.) - or approved equal	1595287	1	Each	
Ziploc Storage Bags, Quart size, pack of 500 (Ziploc Clear Quart Zipper Seal Food service Bag measuring 7 x 7-7/16 inches is perfect for storing leftovers in the break room or storing snacks and supplies in the classroom. Crystal clear bag renders easy viewing of contents. It renders inexpensive and convenient storage for all kinds of small to medium sized pieces. Sold as 500 per case.) - or approved equal	1595285	1	Each	
Expo Board Chisel Tip Dry Erase Markers (Set of 12) (Specially formulated low odor ink. Quick drying and great erasability. Use on most whiteboards, glass, unpainted ceramics and non-porous surfaces. Non-toxic.) - or approved equal	AS644	4	Pack	
Expo Fine Tip Dry Erase Markers (Set of 12) (Specially formulated low odor ink. Quick drying and great erasability. Use on most whiteboards, glass, unpainted ceramics and non-porous surfaces. Non-toxic.) - or approved equal	AS643	4	Pack	
Expo Dry Erase Whiteboard Liquid Cleaner, 22 Ounces - or approved equal	1334760	4	Each	
Bostitch Ascend Stapler (Curved shape enhances stapling comfort while stapling up to 20 sheets. Built-in remover removes staples easily. Staple reload window alerts you when staples need to be refilled. Integrated compartment in the base holds two extra strips of staples. Opens to 180° for tacking and craft use. Includes antimicrobial protection and a nonskid base.) - or approved equal	9735785	4	Each	
Designing and Drawing Tessellations Book (Shows teachers and students how to design and draw their own Escher-like tessellations to combine math and art into one lesson. The introductory chapters cover the history of tessellations and examples of tessellations in nature and in man-made objects. A chapter on geometric tessellations describes regular and semi-regular tessellations, different types of polygons, and concepts like tiles, edges, and vertices. Transformations and the different types of symmetry found in tessellations are described in depth. Contains over a dozen tips on how to draw tessellations, with examples illustrating each one. Also comes with over 24 templates with grids and detailed instructions for creating tessellations with tiles based on squares, triangles, rhombi, and hexagons. Each chapter includes classroom activities that will teach students how to create their own tessellations. 140 pages.) - or approved equal	TB24041	1	Each	
Geometric String Design Kit - Circle (This geometric string design kit comes complete with everything needed to create 15 different designs that glow under black light once completed. The product measures 8 in. x 8 in. Contains: 15 black pattern cards, a needle, a push pin, and 160 yards of fluorescent thread in four colors.) - or approved equal	TB12300	1	Kit	

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Geometric String Design Kit - Hexagon (This geometric string design kit comes complete with everything needed to create 15 different designs that glow under black light once completed. The product measures 8 in. x 8 in. Contains: 15 black pattern cards, a needle, a push pin, and 160 yards of fluorescent thread in four colors.) - or approved equal	TB12301	1	Kit	
Choxil Ceramic Chalk-line Underglaze Pencils - Set of 10 (One each of black, yellow, green, blue, rose, turquoise, lavender, gray, brown, and deep red brown. All colors are stable to cone 8, except rose which is stable to cone 4. Made in the U.S.A.) - or approved equal	9709422	2	Set	
Bostitch Standard Premium Staples (Superior-quality, carbon-wire construction reduces buckling and jamming in any standard stapler. Contains 210 staples per strip. Box of 5,000 staples, 1/4 in. L each.) - or approved equal	9735784	6	Each	
Economy Hole Punch - 1/4 in. (The standard-quality punch features knurled handles and a 1 in. reach. Made of strong, lightweight metal.)	9701185	12	Each	
Hole Ticket Punch - 1/8 in diameter (Nickel-plated press steel punches feature knurled handles and a 1 in. reach. 10-sheet capacity) or approved equal	9701183	12	Each	
AMACO Bisque Fix - 4 oz. (This white paste is an excellent mender for bisque that can be used to bond pieces together or fill up broken cavities. Bisque Fix can be colored to match the bisque using metal oxides or ceramic stains. After applying with a spatula, fire to the temperature of the clay and glaze that you are using. Conforms to ASTM D-4236.) - or approved equal	9727244	4	Bottle	
East Way Watercolor Craft Kit: Nature Silhouettes - Pack of 24 (6 each of 4 designs: palm trees, evergreen trees, elephant and deer. Includes watercolor paint, brushes, and instructions. Finished painting is 9"x12") - or approved equal	GP3331	1	Set	
Foam Gingerbread Houses Craft Kit - Pack of 12 (includes foam house pieces, self-adhesive foam decorations and instructions. Each kit is individually packed for your convenience. Finished size: 6-1/8" L x 5-1/8" W - 7" H) - or approved equal	GP3040	1	Set	
Sax Dream Catcher Kit, 4 Inches, Pack of 24 (Kit Includes: 24 hoops - 4 inches, 3 rolls of 30ply 216' jute twine, 1/2 oz. of feather fluffs, 1000 pony beads) - or approved equal	1429419	1	Set	
Sax Guatemalan Worry Doll Classroom Kit, 3-3/4 Inches, 30 Dolls (Set Includes: 30 Wooden Doll Pins, Pack of 100 Skeins Embroidery Floss, 4oz Glue, 60 yards Black Rug Yarn, Pipe Cleaners, Guidelines to make boy and girl styles) - or approved equal	1429427	1	Set	
Jack Richardson Shiva Series Linseed Oil - 16oz (highly purified white linseed oil of the finest quality thins the paint while still acting as a binder for the pigments) - or approved equal	9740155	1	Bottle	

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Royal Brush Essentials Oil Paint Classroom Assortment - 12 Sets of 18 Colors (Chinese White, Zin Titanium White, Lemon Yellow, Yellow Ochre, Orange Yellow, Raw Sienna, Vermillion, Scarlet, Purple Red, Burnt Sienna, Burnt Umber, Emerald Green, Raw Umber, Viridian, Cerulean Blue, Phthlaocyanine Blue, Aquamarine Blue, and Black, 12ml/0.4oz Tubes, includes 24 free brushes) - or approved equal	9736146	1	Set	
Canson Foundation Student Watercolor Paper - 9in. X 12in. - 100 sheets - 90 lb. (cold press, acid free) - or approved equal	9731215	2	Pack	
Sax Workshop-In-A-Box Masters in Plasters for 10 Users (6 quarts of Heavy Body Tempera Paint, ast. Colors. Plast'r Craft, 1 premium utility knife, instruction sheet) - or approved equal	2013967	1	Set	
Color-Me 3-D Slot Fit Pumpkin - Pack of 24 (Assembled pumpkin measures 6-1/4" x 6-1/4") - or approved equal	CM252	4	Pack	
Velvet Art Roll-Up Flowers - Pack of 96 (Pack of 24 velvet printed 9"x12" sheets, each with 4 designs for 96 total flowers. Each rolled-up flower measures 2" diameter) - or approved equal	PS1397	6	Pack	
Mayco Elements Chunkies Glazes - Set of 5 (Earth tone colors with crystals that spread out during firing to produce a burst of color. No two pieces will ever be alike, since the shape of the piece, glaze application, firing temperature, and kiln load all affect the final glaze surface. Use alone or in combination with other nontoxic glazes. Apply 3-4 coats to shelf Cone 04 bisque with soft fan brush. If using in glaze combinations, apply 2-3 coats. Not recommended for dinnerware surfaces due to surface characteristics. Pint jars. Includes one each of Glowing Embers, Gold Mine, Moss Creek, Night Sky, and Volcanic Glow.) - or approved equal	9740167	5	Set	
Mayco Elements Glaze Kits - Set of 12 (A selection of glazes chosen for the different flow properties and interactions of each glaze. Kit includes sea spray, burnished steel, black ice, copper aventurine, malachite, patina, stormy blue, wheat, sea green, rust red, autumn, and mirror blue. Made in the U.S.A.) - or approved equal	9731536	5	Set	
Mayco Underglaze - Set of 12 Pints (China White, Bright Yellow, Orange, Apple Green, Leaf Green, Bright Blue, Kings Blue, Regal Purple, Chocolate, Jet Black, Dragon Red, Fire Engine Red) - or approved equal	9730604	10	Set	
Mayco Foundations Glaze Set, Assorted Colors, Set of 12 (White, Yellow, Orange, Red, Pink, Green, Brown, Black, Purple Bight Blue, Dark Blue, Medium Green) - or approved equal	1430160	9	Set	
Duncan Pure Brilliance Clear Brushing Glaze - 1 Gallon - or approved equal	9728844	8	Each	
Aleene's Always Ready Tacky Glue - 4-oz bottle - Original Tacky Glue (Favorite crafting glue is always ready to use! Cap stand that allows the bottle to remain inverted at all times, providing quick, easy adhesive flow and application at a moment's notice. Nontoxic, incredibly versatile, and ultra strong.) - or approved equal	9737113	50	Each	
Elmer's Washable No Run School Glue, 4 ounces, White and Dries Clear - or approved equal	008970	60	Bottle	

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School Smart All Temperature Glue Stick, 0.43 x 4 inches, Clear, Pack of 50 - or approved equal	1597451	20	Pack	
Inovart Assorted Mat Frames - Pkg. of 60 (Precut board mats, white on one side, gray on the other side. 20 point, fits over 4 in. x 6 in. oval and 6 in. x 9 in., 9 in. x 12 in., 12 in. x 18 in., and 18 in. x 24 in. flat artwork of all kinds. (12 each of 5 sizes.) Mats are made of clay-coated, neutral pH paper stock with a very smooth, matte finish. Laminated to a sturdy, recycled gray chipboard. Total thickness is 20 pt.) - or approved equal	2100194	10	PK	
Nasco Gold Taklon Liner Brush - Size 1 - or approved equal	9705872	10	EA	
Jack Richeson Powder Paint - Set of 9 (red, yellow, blue, orange, green, purple, white, black, and brown. 1 lb. jars.) - or approved equal	9733482	6	PK	
Royal Brush Crafters Inspirations Brush set - Detail CR-103 - Set of 5 (Round sizes 5/0, 3/0, 0, 1, and 3) - or approved equal	9731913A101	10	PK	
Crayola Big Paint Brush Set, Flat set of 4 - or approved equal	AB3754	20	Pack	
Crayola Paint Brush Set (Set of 5) - or approved equal	AB3748	15	Pack	
Snazaroo Jumbo Rainbow Kit, Assorted Colors, Pack of 8 (Red, Pink, Orange, White, Black, Green, Blue, Yellow) - or approved equal	1612727	3	EA	
Pacon Bordette Roll - 2-1/4 in x 50 ft. (Black) - or approved equal	9701277(H)	10	Each	
Pacon Bordette Roll - 2-1/4 in x 50 ft. (Bright Blue) - or approved equal	9701277(P)	10	Each	
Pacon Bordette Roll - 2-1/4 in x 50 ft. (Brown) - or approved equal	9701277(U)	10	Each	
Pacon Bordette Roll - 2-1/4 in x 50 ft. (Canary Yellow) - or approved equal	9701277(C)	10	Each	
Pacon Bordette Roll - 2-1/4 in x 50 ft. (Deep Purple) - or approved equal	9701277(L)	10	Each	
Pacon Bordette Roll - 2-1/4 in x 50 ft. (Emerald Green) - or approved equal	9701277(E)	10	Each	
Pacon Bordette Roll - 2-1/4 in x 50 ft. (Magenta) - or approved equal	9701277(M)	6	Each	
Pacon Bordette Roll - 2-1/4 in x 50 ft. (Orange) - or approved equal	9701277(V)	10	Each	
Pacon Bordette Roll - 2-1/4 in x 50 ft. (Sunset Gold) or approved equal	9701277(Q)	10	Each	
Pacon Bordette Roll - 2-1/4 in x 50 ft. (White) - or approved equal	9701277(A)	10	Each	
Bordette Scalloped Decorative Boarder Roll, 2-1/4 Inch x 50 Feet, Azure Blue - or approved equal	006078	10	Each	
Bordette Scalloped Decorative Boarder Roll, 2-1/4 Inch x 50 Feet, Lime - or approved equal	1398317	10	Each	
Bordette Scalloped Decorative Boarder Roll, 2-1/4 Inch x 50 Feet, Violet - or approved equal	006090	10	Each	
Pacon Tru-Ray Fade Resistant Construction Paper 12 in x 18 in - Assorted (Tough enough to take scoring, folding, and curling without cracking and tearing. Superior fade-resistance keeps projects brighter and fresher longer. Heavyweight 100% vat-dyed sulphite with longer, stronger fibers. Acid free for less fade Recyclable. 50 sheets, 76 lb.) - or approved equal	9708564(AR)	20	Pack	

VARIOUS ARTS & CRAFTS DESCRIPTION	ITEM #	QTY	UOM	UNIT COST
Pacon Tru-Ray Fade Resistant Construction Paper 12 in x 18 in - Bright Lime (Tough enough to take scoring, folding, and curling without cracking and tearing. Superior fade-resistance keeps projects brighter and fresher longer. Heavyweight 100% vat-dyed sulphite with longer, stronger fibers. Acid free for less fade Recyclable. 50 sheets, 76 lb.) - or approved equal	9708564(K)	10	Pack	
Pacon Tru-Ray Fade Resistant Construction Paper 12 in x 18 in - Orange (Tough enough to take scoring, folding, and curling without cracking and tearing. Superior fade-resistance keeps projects brighter and fresher longer. Heavyweight 100% vat-dyed sulphite with longer, stronger fibers. Acid free for less fade Recyclable. 50 sheets, 76 lb.) - or approved equal	9708564(W)	20	Pack	
Pacon Tru-Ray Fade Resistant Construction Paper 9 in x 12 in - Orange (Tough enough to take scoring, folding, and curling without cracking and tearing. Superior fade-resistance keeps projects brighter and fresher longer. Heavyweight 100% vat-dyed sulphite with longer, stronger fibers. Acid free for less fade Recyclable. 50 sheets, 76 lb.) - or approved equal	9708565(W)	20	Pack	
Pacon Tru-Ray Fade Resistant Construction Paper 9 in x 12 in -Assorted (Tough enough to take scoring, folding, and curling without cracking and tearing. Superior fade-resistance keeps projects brighter and fresher longer. Heavyweight 100% vat-dyed sulphite with longer, stronger fibers. Acid free for less fade Recyclable. 50 sheets, 76 lb.) - or approved equal	9708565(AR)	20	Pack	
Pacon Tru-Ray Fade Resistant Construction Paper 9 in x 12 in -Magenta (Tough enough to take scoring, folding, and curling without cracking and tearing. Superior fade-resistance keeps projects brighter and fresher longer. Heavyweight 100% vat-dyed sulphite with longer, stronger fibers. Acid free for less fade Recyclable. 50 sheets, 76 lb.) - or approved equal	9708565(Y)	10	Pack	
Fiskars Premier Pinking Shears - approved equal	WA03154H101	2	EA	
Nasco Budget Yard Stick - or approved equal	9704372	20	Each	
Clearview 12 in. Clear Ruler (shatterproof, includes inch and metric calibrations) - or approved equal	TB23369	50	Each	
Amaco No. 67 Sedona Red Clay - or approved equal		15	Each	
Scotch Thermal Laminator - Laminates up to 13 in. Documents - 19-1/2 in x 6in x 3 in. (extra-wide 13 in, input provides versatility for big and small projects. Ready to laminate in under a minute. Includes auto-shut off, touch button controls, and cord storage. Laminates 11-3/4 inches per minute) - or approved equal	BE01179	1	Each	
Handy Art Paint Pump for Gallon or Half Gallon - or approved equal	2019759	12	Each	
Clay Modeling Tools Set of 3 - or approved equal	9733026	10	PK	
Clean Up Tools - Set of 11 - or approved equal	9722071	12	PK	
Orton Pyrometric Bars - 06 Cone (50) - or approved equal	9704791	6	PK	

VARIOUS ARTS & CRAFTS DESCRIPTION	ITEM #	QTY	UOM	UNIT COST
Potter's Heavy Duty Knife - or approved equal	4300200	20	EA	
Royal Brush Basic Pottery Tool Classroom Pack (This classroom assortment contains the most common tools with 10 of each of the following: wire clay cutter, synthetic sponge, double-ended ribbon cutting tool, wood sculpting tool, metal needle tool, loop tool, wooden rib, and steel kidney scraper.) - or approved equal	9741045	2	PK	
Scoring Tool - or approved equal	9724993	15	EA	
Handy Art Washable Glitter Glue - Set of 8 - 8-oz Bottles (Combines glitter with glue for less mess while adding sparkle, shimmer, and shine to all your art and craft projects. Use alone or as a decorative adhesive on cards, masks, wood crafts, scrapbooking, fabric, glass, felt, and more. Bonds to most porous and nonporous materials. Washes out of most fabrics. Water-based. Includes one each of yellow, orange, red, magenta, blue, violet, green, and black. Made in the U.S.A.) - or approved equal	9741022	6	Set	
Color n' Throw Boomerang Craft Kit (Pack of 24) (Fold the tabs of this color-your-own boomerang. Hold a propeller between your finger and thumb then throw and watch your colors spin. Includes markers and instructions. Measures 8" when assembled) - or approved equal	GP1176	5	Kit	
Color-Me Blank Puzzles (Pack of 24) (Kids draw and color their own pictures, Assemble blank 12-piece puzzles, take them apart and reassemble again, Decorating supplies sold separately, Finished project measures 5-1/2" x 8") - or approved equal	CO43	5	Pack	
Color-Me Change Purse (Pack of 24) (6 each of 4 styles: Heart, Circle, Butterfly, and Flower. Comes in white only. Decorating supplies sold separately. Measures 4-1/4") - or approved equal	FA3382	5	Pack	
Color-Me Fabric Slap Bracelet (Pack of 24) (Slap bracelet is wrapped in protective tape and then encased in a fabric sleeve. We recommend decorating with permanent markers, fabric markers, or paint. Decorating supplies sold separately. Bracelet measures 1" x 9" flat) - or approved equal	CM183	5	Pack	
Color-Me Round Puzzles (Pack of 24) (15-piece round puzzles pack of 24, Enjoy assembling them again and again, Puzzle measures 6-3/4" in diameter, Comes in a 7-1/2" square base) - or approved equal	CM302	6	Pack	
Groovy Lanyards Craft Kit (Pack of 12) (Ready to decorate, right away. Includes lanyards, clips, markers, and instructions. Lanyard is 100% polyester. Measures 19"L; Lanyard is 3/4"W) - or approved equal	CE4387	10	Kit	
Large Designer Panels Craft Kit (Pack of 25) (Five eye-catching designs screened on fabric. Makes 25 hanging panels. A terrific nature study activities. Everything you need in one pack!) - or approved equal	GP41X	2	Kit	
CS Hex Head Solid Peep Hole Plugs (tapered design that is made to fit a wide range of kilns) - or approved equal		12	Each	
Dritz Mighty Fabric Steamer - or approved equal	WA34760H101	2	EA	

VARIOUS ARTS & CRAFTS DESCRIPTION	ITEM #	QTY	UOM	UNIT COST
Silver Lead Floor Easel, Aluminum (easel holds up to 32 in canvas and has adjustable tray and plastic feet for display use. Exceptionally compact easel that folds up to 21 in is fully extendable as a floor easel or easily adjustable to a table top size.) - or approved equal	410969	12	Each	
Mayco Cobble Stone Glaze - 1 pint (Black) SG-201 - or approved equal		6	Bottle	
Mayco Cobble Stone Glaze - 1 pint (White) SG-202 or approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Blue Beard) - SC-32 (Pint) - or approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Grape Expectations) - SC-104 (Pint) - or approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Grey Hare) - SC-35 (Pint) - approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Honey Dew List) - SC-93 (Pint) - or approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Makin Me Blush) - SC-100 (Pint) - or approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Peritwinkle) - SC-12 (Pint) - or approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Poo Bear) - SC-51 (Pint) - or approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Sea Breeze) - SC-91 (Pint) - or approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Slime Time) - SC-98 (Pint) - or approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Tiger Tail) - SC-5 (Pint) - or approved equal		6	Bottle	
Mayco Stroke & Coat Wonderglazes (Tip Taupe) - SC-83 (Pint) - or approved equal		6	Bottle	
Amaco Gum Solution - Pint - or approved equal		4	Bottle	
Potter's Pen (A liquid underglaze pen. Black color is stable up to cone 9 oxidation. Simple to apply to bisqueware.) - or approved equal	9709705(A)	6	EA	
Surebonder 10-Watt Mini Glue Guns Dual Temp Glue Gun - or approved equal	9731441A101	10	EA	
E6000 Flexible Multi-Purpose Adhesive Waterproof Glue, 3.7 ounces - or approved equal	443195	5	Each	
Surgical Steel Fishhook Ear Wires - or approved equal	9722531A101	30	PK	
Color-Me Pop-Open Flyers (Pack of 12) - or approved equal	FA3446	5	Pack	
Sharpie Fine-Point Markers Box 12 Black	9717997A	5	PK	
Sharpie Fine-Point Markers Set of 24 #1 (black, blue, red, green, yellow, purple, brown, orange, berry, lime green, aqua, turquoise, magenta, tangerine, navy, burgundy, marigold, olive, plum, lilac, pink, sky, mint, and peach.) - or approved equal	9724289A101	10	PK	
Sharpie Ultra-Fine Point Markers Set of 24 (black, red, blue, green, yellow, orange, brown, purple, lime, turquoise, berry, aqua, magenta, tangerine, navy, almond, boysenberry, pink lemonade, slate gray, lilac, pink, sky, mint, and peach) - or approved equal	9724288A101	10	PK	
Sharpie Chisel Tip Permanent Asst. A - 8pack (black, red, blue, green, orange, purple, lime, turquoise) - or approved equal	402353	6	Set	

VARIOUS ARTS & CRAFTS DESCRIPTION	ITEM #	QTY	UOM	UNIT COST
Sharpie Chisel Tip Permanent Asst. B - 8pack (slate grey, yellow, aqua, navy, brown, black, blue, red) - or approved equal	1534838	6	Set	
Handy Art Acrylic Paint - Half-Gallon - Titanium White (Water-soluble, student grade acrylic paint in popular colors. A versatile paint that's great for classroom use. Nontoxic.) - or approved equal	9731124(A)	6	Bottle	
Handy Art Acrylic Paint - Set of Eight 8-oz. Bottles (Water-soluble, student grade acrylic paint in popular colors. A versatile paint that's great for classroom use. Includes one each of: brite red, chrome yellow, phthalo green, phthalo blue, raw umber, burnt sienna, mars black, and titanium white. Nontoxic.) - or approved equal	9718412	6	Set	
Royal Brush Clear Choice Brush Assortment - 144 Brushes (comes in a drying storage tray. Assortment includes 84 rounds (12 each of 20/0, 3/0, 1, 3, 5, 8, and 10), 24 flats (12 each of 1/2 in. and 3/4 in.), and 36 shaders (12 each of 4, 8, and 12).) - or approved equal	9720339	2	PK	
Royal Brush Economy Ceramic Brushes - Set of 72 (Comes in a drying storage tray. Includes 12 each of soft fan in size 8, medium glaze in size 3/4 in., sable liner round in size 10, sable shader in size 10, and sable round in sizes 5 and 1.) - or approved equal	9725156	3	PK	
Royal Brush Natural Hair Ceramic Brush - Set of 7 (Set of 7 natural hair brushes perfect for painting ceramic finishes., 3/4 in. mop, 1/4 in. mop, Size 0 round, Size 5 round, Size 2 flat, Size 6 flat, Size 10 flat) - or approved equal	9742341	50	PK	
Handy Art Acrylic Paint - Half-Gallon - Mars Black (Water-soluble, student grade acrylic paint in popular colors. A versatile paint that's great for classroom use. Nontoxic.) - or approved equal	9731125(Y)	6	Bottle	
Chromacryl Acrylic Paint 16oz Asst. (black, white, cool yellow, warm red, cool blue, cool red, warm yellow, yellow oxide, red oxide, orange, green deep, light blue) - or approved equal	419062	4	Pack	
Prang Semi-Moist Washable Watercolor Variety Master pack, Assorted Colors, Set of 36 (Includes: 12 8-colorsets each of regular washable, metallic and gripper washable watercolors. Each set of 8 oval pans comes in a durable plastic case and includes a natural hair brush. Thirty-six assorted 8-color sets) - or approved equal	405960	2	Set	
Sax Liquid Washable Watercolor Paint, 8 ounces, Assorted Colors, Set of 10 (Red, Orange, Yellow, Green, Blue, Violet, Magenta, Turquoise, Brown, Black) - or approved equal	1567861	4	Set	
Sax Liquid Washable Watercolor Paints, 8 ounces, Assorted Fluorescent Colors, Set of 8 (Red-Violet, Yellow-Orange, Coral, Yellow-Green, Blue-Green, Blue-Violet, Fuchsia, Pink) - or approved equal - or approved equal	1567859	4	Set	
Sax Liquid Washable Watercolor Paints, 8 ounces, Assorted Metallics, set of 6 (Copper, Gold, Antique Gold, Pirate Gold, Pearl White, Silver) - or approved equal	1567857	4	Set	

VARIOUS ARTS & CRAFTS DESCRIPTION	ITEM #	QTY	UOM	UNIT COST
Pacon Peacock Super Value Posted Board in Five Assorted Colors - Pkg. of 50 - 22 in x 28 in.(Economy poster board in a reclosable carton for easy storage. All-purpose quality poster board great for home, school or office use. Includes 10 sheets each of green, yellow red, blue and black. Recycled and recyclable.) - or approved equal	9729619	5	Pack	
Pacon Peacock Super Value Poster Board - Pkg. of 50 - 22 in. x 28 in. (This white economy poster board is a great value for all types of classroom projects. Packaged in a reclosable carton for easy storage.) - or approved equal	9718517	6	Pack	
Roylco Super Hero Masks - Set of 24 (Sturdy card stock masks come in six different superhero designs.) - or approved equal	9734850	12	Pack	
Scratch Artist Art Paper (Pack of 100, 8.5"x11") - or approved equal	PE2232	6	Pack	
Winsor & Newton Mixed Media Pan, 9 x 12 inches, 200 gsm, Black, 25 sheets - or approved equal	2102477	5	Each	
Duck Brand T-Rex Ferociously Strong Tape, 1.88 inches x 30 yards, Gunmetal Gray - or approved equal	2106746	6	Each	
Sax Liquid Washable Watercolor Paint, 8 ounces, Assorted Glitter Colors, Set of 8 (Magenta, Yellow, Red, Violet, Black, Blue, Green, Chartreuse) - or approved equal	1567860	4	Set	
Trophies for Showagon			Each	
Fuse Bead Pegboard, Square (Pack of 12, 6" square each) - or approved equal	BE1403	3	Pack	
Plastic Tweezers for Fuse Beads (pack of 12) - or approved equal	TL54	3	Pack	
Rotary Tool Set (Contains a 1/8 in. die grinder with numerous attachments for many applications in a handy carrying case. 8,000-30,000 rpm. 110V. 161 pieces total.) - or approved equal	9733027A101	2	PK	
Color-Me Embossed Snowflake Ornaments (Pack of 12) (3 each of 4 snowflake designs. Decorating supplies and ribbon sold separately. Pack of 12, Approx. 3-1/2-4" in diameter) - or approved equal	CM185	5	Pack	

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 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.

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.