

GENERAL CONDITIONS FOR SUBMITTING BIDS

Cleveland Hopkins International Airport

CONSIDERATION OF BIDS

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

UNACCEPTABLE BIDS

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

REJECTION OR ACCEPTANCE OF BIDS

The City, through the Board of Control, shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

EVIDENCE OF ABILITY TO FULFILL CONTRACT

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

WITHDRAWAL OF BID

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

TIME OF AWARD

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.

Any extension of time beyond date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

AWARD OF CONTRACT

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

PERFORMANCE BOND

Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for purchase contracts awarded in the amount of \$50,000.00 or less.

RELEASE OF BOND

The contractor's performance bond will not be released until all the provisions of the contract have been fulfilled.

CANCELLATION OF CONTRACT

The City shall have the right to cancel a contract on five (5) days' written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel a contract, without cause, upon fifteen (15) days' written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

ASSIGNMENT OF CONTRACT

The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise-dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance, or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.

DELAY FOR CAUSES BEYOND CONTROL

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

PATENTS

The contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

DELIVERY

Bidders shall agree to make immediate delivery of materials, supplies or equipment or perform services on the written order of the Commissioner of Purchases and Supplies and no delivery shall be accepted unless such written order has first been issued

LABORATORY TEST

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

FAILURE TO MEET SPECIFICATIONS

The delivery of any material, supplies, or equipment or the performance of any work or services under the contract which do not conform to contracts specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies, or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies, or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or

equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

SAFEGUARDS

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

STATE OR FEDERAL TAXES

a. The City of Cleveland is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.

b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.

c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful rule and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

FREIGHT ON DIRECT SHIPMENTS TO THE CITY

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage

rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

PAYMENT

After due and proper delivery, the City shall pay contractor for the net number of units accepted or total amount of work or services performed during the preceding contract period at the bid price per unit of materials, supplies or equipment or of work services, less discount if appropriate, for prompt payment. Invoices shall itemize the materials, supplies or equipment delivered and accepted. Each item of work or service performed must be identified by dates of performance, and shall list the bid price per unit and extension thereof.

STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS

The contractor shall, during the term of a contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of a contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to.

EQUAL OPPORTUNITY

During the term of a contract the contractor shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.11 of the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract or agreement entered into for goods or services and shall be binding on all persons, firms, and corporations with whom the contractor may deal.