

INSTRUCTIONS, TERMS AND CONDITIONS

1. BIDS: All bids shall be typed or written legibly in ink. Bidders are cautioned to verify their bids before submission. No bid may be changed or withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.
2. EXTENSION OF PRICES: Unit prices must be shown for every item unless otherwise called for. Failure to furnish unit prices may result in rejection of bid. This applies to lot and item awards. In the case of error in extension of prices in the bid, the unit price will govern.
3. CASH DISCOUNT: The City will consider cash discounts on 30 days or more. In determining the lowest and best bidder; Discounts on payment terms of less than 30 days cannot be considered.
4. SPECIFIC ORDER REQUIRED: No delivery shall become due or be accepted unless a purchase order shall first have been issued in writing and signed by the Commissioner of Purchases and Supplies.
5. ASSIGNMENTS: The purchase order and/or any monies due there under may not be assigned to another without the written consent of the Commissioner of Purchases and Supplies. Unauthorized assignments shall be null and void.
6. Subcontracting: No subcontracting is permitted under the Purchase Order without the written consent of the Commissioner of Purchases and Supplies. Unauthorized subcontracting shall be null and void.
7. DELAY FOR CAUSES BEYOND CONTROL: All orders shall be subject to failure or delay caused by strikes, public commotion, acts of God, or other causes beyond the control of the vendor, including orders, limitations or restrictions of any governmental agency of the United States having jurisdiction over the subject matter contained in said order on a ratio of one day extension per one day delay.
8. "OR EQUAL" SPECIFICATIONS: Unless stated otherwise in the bid, any mention of the name of any manufacturer or trade name or model number is intended only for the purpose of more precisely designating a standard of quality and type and for no other purpose. Submission of equivalent items is acceptable. Each bidder is solely responsible for providing proof that proposed alternates meet all technical specifications. Bidders agree to abide by the City's determination of equivalence, which shall be final. Bids will not be accepted on merchandise other than specified unless name, model number, and complete information is noted in the bid. Unless otherwise stated in the bid, bidders will be understood to be bidding on providing the exact Manufacturer, trade name and/or model number as specified. No substitution will be allowed on Purchase Order without the written consent of the Commissioner of Purchases and Supplies.
9. SAMPLES: Bidders shall be prepared to submit or display samples of the items they propose to furnish immediately upon request of the Commissioner of Purchases and Supplies or his representative. Any unused samples can be returned upon request unless the samples are used up in testing. The bid will not be accepted unless the samples are promptly and accurately submitted by the requested deadline.
10. SALES AND EXCISE TAXES: The City is exempt from the payment of any sales or excise taxes. The price bid, whether a net price or a trade discount from catalog list prices, shall be exclusive of taxes and will be so construed. A copy of the City's tax exemption certificate is available upon request from the Division of Purchases and Supplies.
11. BID FORM: All bids must be submitted on the forms provided, properly signed in ink in the proper spaces. Incomplete bids and bids signed with pencil or typewriter will be rejected. Bids shall be submitted in a sealed envelope filled with bidder's name and address, opening date, requisition number, and the name of the buyer. No responsibility will attach to the Commissioner of Purchases and Supplies or to his representative for the premature opening of a bid not properly marked. Bids shall be filed on or before date and time specified for the receipt of bids. No bids will be received thereafter. No responsibility will attach to the Commissioner of Purchases and Supplies or to his representative for bids received late.
12. QUALIFICATIONS OF BIDDER: (a) Failure of a bidder to execute a purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders. (b) No bid will be accepted from, or order awarded to, any person, firm or corporation that is in arrears or is in default to the City of Cleveland upon any debt or contract, or that is a defaulter as surety, or otherwise upon any obligation to said City, or has failed to perform faithfully on any previous contract with the City.
13. The City of Cleveland reserves the right to make awards on this bid by item, or by any grouping if specified, or by total amount, to the lowest and best bidder, or to reject any or all bids.
14. PATENTS: The successful bidder shall indemnify and save harmless the City of Cleveland against all claims or suits for royalties, or patents, or other claims involving the manufacture or use of the material to be furnished.
15. GUARANTEES: Vendor guarantees that the material, supplies, or equipment furnished under the terms of this proposal are first class as to material and workmanship and suitable for the purpose for which they are purchased.
16. IMPORTANT: (a)-No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of these quotations, specifications, contracts, or purchase orders. (b)-All bidders who are awarded orders or contracts agree to be bound by the terms and conditions herein set forth. (c)-Have you complied with all the conditions and specifications? (d)-Have you specified time and terms for delivery and discount for payment of invoices? (e)-Is the bid sheet properly signed in ink by bidder having authority to sign such papers? (f)-Do not detach any papers which are made a part hereof. (g)-The Commissioner of Purchases and Supplies reserves the right to reject any and all bids. (h)-Bidders are required to use the proposal form and envelope furnished by the department when submitting their proposal. Envelopes must be sealed when submitted, with information requested on face of envelope furnished in detail.
17. NORTHERN IRELAND: Bidders must execute and include the Northern Ireland Fair Employment Practices Disclosure form.
18. TIME OF PERFORMANCE: The Purchase Order shall terminate one calendar year from the date of issuance, unless otherwise indicated in writing.
19. CHANGE ORDERS AND AMENDMENTS: Only written change orders and amendments are valid. Oral representations are not valid.
20. This is a firm quotation, not subject to cancellation or withdrawal for a period of thirty days from date of receipt by the Commissioner of Purchases and Supplies of the City of Cleveland.
21. By signing on the face of this Bid, the Bidder agrees to abide by all the Terms and Conditions without exception.
22. By returning a signed bid, the Bidder agrees to accept a valid signed City Purchase Order, incorporating all pages and including all referenced attachments as the entire contract.
23. By signing on the face of this Bid, the Bidder(s) certify that this bid is genuine and not collusive or sham; and that no member of Council or other officer or employee of the City is directly or indirectly interested therein, or in any portion of profits thereof.