REQUEST FOR BIDS

BID NO. R100902

CITY OF MOUNTAIN VIEW
Purchasing Division
500 Castro St/PO Box 7540
Mountain View CA 94039
Ph 650-903-6324 FAX 968-5472

Bid Due Date 10/8/09
Bid Due Time 2:00 PM

VENDOR NAME: _____
ATTN _____
_____
_____

Item	Qty	Unit	Description	Amount
0001	1.00	LOT	Controllers for SCADA as per attached Bid List.	_____

Payment Terms: Net 30 or better
Discount Payment Terms: _____%_____days.
Guaranteed Delivery of _____ business days ARO

SUBTOTAL _____
9.25% SALES TAX _____
(Pre-pay & Add) SHIPPING _____
GRAND TOTAL _____

CITY OF MOUNTAIN VIEW

REQUEST FOR BIDS NO R100902
INSTRUCTIONS FOR SUBMITTING BIDS

1. **Type of Reply Requested:**

   ☐ Request for Bid, Informal (fax bids are acceptable)
   ☒ **Request for Bid, Formal, Public Opening (no faxes)**

2. **Bids Due: Thursday, October 8, 2009 at 2:00PM**

3. **Reply To:**

   City of Mountain View
   Attention: Ellen Boyd, Buyer
   500 Castro Street
   Mountain View, CA 94041

   or

   P.O. Box 7540
   Mountain View, CA 94039-7540

   Phone: (650) 903-6324 Fax: (650) 968-5472

   Questions: Call the person named above for questions regarding this bidding process.

4. **Reply Format:** The entire bid form, including all attachments, must be returned by the bid due date to the above address. The envelope returning the bid shall have the bid number and the due date. By signing our bid form, you are agreeing to the City's Terms and Conditions. **(Please note insurance requirements on Pages 5 and 6.)** Once notified of bid award, the Vendor has five days to send the correct certificate of insurance. Lack of a timely response is grounds for rejection of the Vendor's bid.

5. **Prebid Conference:** The prebid conference is mandatory (if required and noted on the bid form) and is for the City's protection, to ensure that vendors know the work required. The Purchasing Agent may waive this requirement if the Vendor is familiar with the work requirements and asks the City for permission to miss the prebid conference.

6. **Deviations from Bid Specifications:** If there are any deviations from the brands and/or specifications, the Vendor MUST note such differences, brand names,

model numbers and attach brochures and a complete description of the goods or services bid. The burden of showing the equivalency is on the Vendor.

7. **Bid Award:** The City reserves the right to reject any and all bids, or to waive any errors, discrepancies or irregularities. The bid will be awarded at the discretion of the City Manager (formal bids) or Purchasing Agent (all other bids) on an item-by-item basis, or in any fashion that best meets the needs of the City. All blanks for unit prices must be completed.

TERMS AND CONDITIONS

1. **Payment Terms:** The City's payment terms are, at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.

2. **Time of Delivery/Completion:** Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.

3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.

4. **Liquidated Damages:**

☐ Required ☒ Not Required

If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars ($350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the

Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. **Firm Prices:** All quotes will be held firm for a minimum of thirty (30) days after the bid due date listed above to allow adequate time for the City to consider each bid and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this bid by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this bid.

6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, the Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide an equal "loaner" piece of equipment until the City's equipment is returned in operating condition.

7. **Prevailing Wages:**

☐ Required ☒ Not Required

If required, notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the Director or the Department of Industrial Relations, State of California, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.

Reference is hereby made to copies of the general rate of per diem wages as determined by the Director of the Department of Industrial Relations on file in the Department of Public Works, City of Mountain View, which are available to any interested party.

For failure to pay the prevailing wages, the contractor shall forfeit, as a penalty, to the City, Fifty Dollars ($50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the contractor, or subcontractor, shall pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.

8. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.

9. **Licensed Contractor:** All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license.

Contractor's License No.: _____
Date of Expiration: _____
Type of License: _____
Description of License: _____

10. **Ownership and Collusion—Financial Interest by City Employees:** The Vendor certifies, by signing this bid, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this bid. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.

11. **Assignment:** This Agreement, nor any part of this Agreement, may not be assigned without the written consent of the other party.

12. **Termination:** Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice. The City will only pay for any goods or services ordered and accepted by the City. Any payments made

in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided.

13. **Funding Out Clause:** Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.

14. **Nondiscrimination:** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.

15. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

16. **Subcontractors:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.

17. **Insurance:**

    a. Commercial General Liability/Automobile Liability Insurance: The Vendor shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The Vendor's insurance coverage shall be written on an occurrence basis.

    b. Professional Liability Insurance:

    ☐ Required ☒ Not Required

    If required, the Vendor shall obtain Professional Liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence. Professional

Liability insurance must be maintained and evidence of insurance shall be provided to the City for at least three (3) years after completion of work.

c. Workers' Compensation Insurance: The Vendor shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars ($1,000,000) per accident.

d. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.

e. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.

f. Other Insurance Provisions:

(1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.

(2) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.

(3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.

(4) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

(5) Approval of the insurance by City or acceptance of the Certificate of Insurance by City shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from

Vendor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

(6) If, for any reason, Vendor fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from Vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Vendor, City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

18. **Hold Harmless:**

a. If Professional Liability Insurance **IS** required:

Vendor hereby agrees to and shall indemnify, defend and hold City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

b. If Professional Liability Insurance **IS NOT** required:

Vendor shall defend, indemnify and hold City, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

19. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that the City is relying upon the professional skill of the Vendor, and the Vendor represents to the City that its work shall conform to generally recognized professional standards in the industry. Acceptance of the Vendor's work by the City does not operate as a release of the Vendor's said representation.

20. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).

☐ Yes ☐ No

If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.

21. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

22. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the bid and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

Company Name	Street Address of Company
Signature of Officer	City, State, Zip
Printed Name of Officer	Telephone No./Fax No.
Title of Officer	Federal I.D. Tax Number

AS-9^ (QS Long)
(Rev. 7/12/05)

CITY OF MOUNTAIN VIEW 17-Sep-09

VENDOR: _____
P.O. #: _____ Acct. #: _____
VENDOR #: _____

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXT. PRICE
17	ea	Sixnet PLC Controller Sixnet Part #: VT-IMP1410	$	$
4	ea	Sixnet PLC Controller Sixnet Part #: VT-miPM-131-D	$	$
17	ea	Sixnet Mix I/O Module Sixnet Part #: ST-Mix12884-D	$	$
		Subtotal		$
		9.25% Sales Tax:		$
		Shipping:		$
		Total:		$