REQUEST FOR BIDS

BID NO. R110393

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 6/15/10
Bid Due Time 2:00 PM

VENDOR NAME:_____
ATTN _____
_____
_____

Item	Qty	Unit	Description	Amount
0001	1.00	LOT	LEGAL ADVERTISING, as per listed below for the period of July 1, 2010 through June 30, 2011.	_____

Advertising rates based on publication by a newspaper with circulation at least three days a week in the City of Mountain View. Quantity of 200 inches of Legal Advertising as specified below:
Unit cost per column inch (prorated to 1/4") for 6 point type, per insertion. Based on a standard 1 3/4" column width, six columns per page, and 13" per column depth.
PRICE PER INCH TO BE: $_____
MINIMUM CHARGE: $_____

ADVERTISING SPECIFICATIONS TERMS AND CONDITIONS:
1. Date of advertisement: City to Fax ad copy by 10AM for publication two working days later.
2. Prices quoted should include putting the City of Mountain View's logo on each notice published at no extra charge.
3. Publisher must be able to publish the City's ad on any day of its circulation, required by the City.
4. Publisher to deliver proof of publication to the City when requested.
5. Publisher shall provide the City immediately upon completion of the publication of such official advertising two (2) affidavits of publication for each complete publication.
6. Publisher shall provide the City with one (1) copy of an invoice for each publication made by the publisher within one (1) week of publication.

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. R110393
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: Tuesday, June 15, 2010 at 2PM**

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 proposal 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.

5. **Deviations from Bid Specification:** 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.

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

8. **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.

9. **Assignment:** Any purchase order issued as a result of this bid may not be assigned without written consent of the City.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Hold Harmless:** The Vendor hereby agrees to and shall indemnify, defend and hold the 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 the Vendor or the Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. The City shall cooperate reasonably in the defense of any action, and the Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

15. **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.

16. **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.

17. **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 proposal 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-8^ (QS Short)
(Rev. 2/14/05)