



**REQUEST FOR QUOTATION**

**STREET, REGULATORY & WARNING SIGNS**

**BID NO. 801-0610-10F**

**BID DUE DATE: TUESDAY, JUNE 29, 2010, 2:00 P.M.**

## I. GENERAL CONDITIONS

**1. General Information** - The Purchasing Division of the City of Antioch, California, will receive at its office at City Hall, 200 H Street, at 2:00 p.m. on June 29, 2010, responses for City of Antioch Bid No. 801-0610-10F. Bids shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms will be available and may be secured by prospective bidders at the office of the Purchasing Agent. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.

If you downloaded this Request for Proposal from the City of Antioch's website, [www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm](http://www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm), it is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date (or you may contact the Purchasing office at 925-779-6994).

**2. Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.

**3. Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit to the Purchasing Agent a written request for an interpretation thereof prior to the bid opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

**4. Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract.

**5. Bid Openings** - Bids shall be delivered to the Purchasing Division of the City of Antioch on or before the day and hour set for the opening of bids in the published Notice to Bidders. Each bid shall be enclosed in a separate sealed envelope bearing the description of the bid, the bid number, the name of the bidder, and the date and hour of the bid opening. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.

**6. Late Bids** - Any bid received after the scheduled time of opening will be clocked in but will not be opened or considered.

**7. No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated.

**8. Award or Rejection** - The bid will be awarded to the lowest responsible bidder. The City, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. The

City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

**9. Terms and Conditions** - The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.

**10. Alternatives** - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form. If alternates are bid, literature must be submitted with bid in order for the alternate to be considered. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. Determination of the acceptability of any product offered shall be solely at the discretion of the City of Antioch.

**11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.

**12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.

**13. Brand Names** - The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. Notwithstanding the foregoing, the City may impose additional restrictions in the Specification section of the documents.

**14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes (9.25%).

**15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense.

**16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

**17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

**18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid.

**19. Timely Delivery** - Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

**20. Liquidated Damages** - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

**21. Termination for Default** - The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**22. Termination for Convenience** - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**23. Fiscal Year** - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

**24. Equal Opportunity** - The City of Antioch requires any vendor who receives business from the City to adhere to the Equal Opportunities in Employment guidelines as set forth within Federal and State guidelines. By signing and submitting a proposal for this contract to the City, the vendor does certify, to adhere to said guidelines.

**25. Business License** – The City of Antioch requires that any vendor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided. If required, the awarding vendor must contact the Business License Representative at 925-779-7059 for more information or an application.

**26. Governing Law** - This contract shall be construed and interpreted according to the laws of the State of California.

**27.** For any Purchasing related questions, please contact Jo Castro at (925) 779-6134 or [jcastro@ci.antioch.ca.us](mailto:jcastro@ci.antioch.ca.us). For questions related to the bid specifications, please contact Rod Ullmann at (925) 779-6967 or [rullmann@ci.antioch.ca.us](mailto:rullmann@ci.antioch.ca.us).

## II. GENERAL REQUIREMENTS

1. The City of Antioch solicits requests for quotations for annual purchases of street name, warning, and regulatory traffic signs and hardware. In order to be considered, each bidder submitting a proposal must meet or exceed all specifications stated herein.

2. Pricing shall be provided for all signs and hardware listed in these specifications. Please note all substitutions or deviations of specifications. Otherwise, all will be considered as meeting stated specifications. Prices shall be firm for the contract period from July 1, 2010, thru June 30, 2011. Awards will be made on the basis of total dollar amounts for hardware, street name and traffic signs. Separate awards can be made. Note: Due to the price fluctuations which may occur within the industry, any pricing adjustments shall be acknowledged with a 90 day written notification approved by both parties. The contract may be extended for up to two years, upon agreement by both parties.

3. References: Proposals submitted shall include a list of public entities currently using the proposed system or any similar. Please provide names and telephone numbers of individuals who can be contacted regarding your services.

4. If your products contain recycled material, please provide detailed information for products identified as such. The City of Antioch requests that all vendors supplying products develop and support the State of California's Recycled Product Requirement.

5. All merchandise furnished shall be fully guaranteed against any defective materials and workmanship. All signs and hardware must be fit for their intended use, and meet standards set by the State of California Department of Transportation.

6. All signs and hardware shall be ordered on a City sign order form. All requests will be sent by mail or fax. The sign order numbers will be used as lot numbers for order reference. These numbers must be printed on all packing slips and invoices.

7. Packing lists and invoices must be mailed in duplicate copy. All deliveries must be F.O.B. Antioch, CA. All proposals shall include freight charges. Any proposal listing freight charges separately will not be considered.

8. Deliveries will be made to City of Antioch Central Stores, 1307 West Fourth Street, Antioch, CA 94509. Deliveries will be made between the hours of 7:30 a.m.-11:30 a.m. and 12:30 p.m.-3:30 p.m. Monday thru Thursday. The City of Antioch offices are closed every Friday.

**9. Payments:** The City of Antioch desires to pay its bills in a prompt manner. The payment is contingent upon receiving proper invoice and delivery of the goods or services. Invoices must be mailed to Accounts Payable for processing. Payment is usually made within thirty days. Partial payments will be made on partial deliveries. Payment address is City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, Attention Accounts Payable.

**10.** The award of this contract will be made to the bidder(s) that are most responsive to the needs of the City. The City of Antioch and its Council reserve the right to reject any and all bids.

**11. Submission of Bids:** Bids shall be submitted on sheets provided. All additional requirements shall be submitted on the bidders stationery. All bids shall be sealed in envelopes delivered to the Purchasing Division no later than 2:00 p.m. on Tuesday, June 29, 2010. Upon opening and proper review, all bidders will receive via mail (or fax if requested) a summarization of all proposals. The Purchasing Division is located at City Hall, 200 H Street, Antioch, California.

**12. Termination of Contract:** The City may, at any time, terminate the contract by notice to vendor. Upon receipt of such notice, the contractor shall discontinue work on date specified. In addition, contract may be terminated if vendor does not comply with specifications stated herein.

**III. REQUIRED INFORMATION (Please return with Bid Work Sheet)**

1. What distribution warehouse will be utilized to fill orders for the City of Antioch?

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2. How will deliveries be made (company truck, freight company, UPS)?

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3. What is the turn-around time from receipt of order by bidder (number of days)?

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4. Explain credit procedure & return policy for handling damaged or over-shipped material:

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5. Specify all minimum requirements in dollar amounts:

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6. Does your company have a toll free telephone number available? Yes  No

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#### IV. SIGN SPECIFICATIONS

1. All regulatory, warning and guide signs shall be constructed to Caltrans Standard. Specialty signs shall conform generally to Caltrans Standards, with radius corners and borders, and messages as specified on the sign order. All regulatory, warning, and guide signs shall be .080 aluminum. The reflective sheeting, after application to the sign, shall meet or exceed all CalTrans Standards for high intensity prismatic sheeting.
2. Street name signs shall be constructed per the attached sign specifications. Signs shall be 6061-T6 or 5052-H38 alloy.

#### V. SIGN HARDWARE SPECIFICATIONS

1. The City of Antioch desires to purchase sign hardware to accommodate its street name and double-faced parking restriction signs. It is the City's objective to purchase hardware from a vendor who has a system capable of providing hardware, at a reasonable cost, and maintains a stock of the specified hardware for immediate shipment, in five days or less.
2. Sign hardware must be bolt-through with Allen head bolts to attach sign to hardware and to pole.
3. Each supplier must include product literature or actual samples of sign hardware with bid, or bid will not be considered. The hardware quoted must be compatible with the signs specified in this request for quotation.

#### VI. SIGN FACES, STREET NAME, REFLECTIVE SHEETING

Purpose: This specification covers street name sign faces to be composed of a silver reflectorized message on Inter-State green reflectorized background. The facing material will be plastic sheeting as herein specified. Signs are to be double faced.

Material: The reflective sheeting, after application to the sign, shall meet or exceed all CalTrans Standards for high intensity prismatic sheeting. Faces shall be applied to blanks according to the manufacturer's recommended application procedure.

The street name blade shall be .125 inches thick make out of 6063-T6 aluminum alloy, or approved by the City Traffic Engineer.

Face Size: All faces are for use on a 9-inch aluminum blade. The length of each blade will be dictated by the contained message with special consideration to layout as noted below, and all faces shall be provided in a length between 24 and 36 inches.

Message:

- A. A layout of a typical name face, indicating important features is attached.
- B. Street name portions of layout are to be composed of 5-inch upper case and 3¾" lower case letters, Series "B", Series "C", or Series "D" as contained in the Bureau of Public Road pamphlets on "Standard Alphabets for Highway Signs" and as specified in the initial layout section.

- C. Abbreviation legends ST, AVE, BLVD, PL, RD, TERR, DR, WAY, CT, PATH, LN, CIR, and block numeral shall be composed of 2½-inch upper case, Series “C” numerals conforming to the Bureau of Public Roads and Standard Alphabet.
- D. The upper case and lower case letter of the street name portion shall be of the same stroke width.
- E. Name faces shall have a ½-inch silver horizontal border, top and bottom, running the full length of the name face.
- F. The Series “B”, “C”, and “D” alphabets and spacing between letters shall be adapted from the BPR Series “D” by using proportions similar to those existing between the respective BPR upper case alphabets and the Series “E” upper case alphabet.

Initial Layout:

- A. Initial layout of the street name portion of the sign using 5 inch upper case and 3¾ inch lower case Series “C” lettering with standard spacing. The block number portion shall consist of 2½-inch upper case Series “C” letters and numbers with standard spacing on each and every sign.
- B. The street name shall be centered on the blade leaving a 2-inch border along the top and bottom (**Exception #1**). The suffix shall be centered over the block number – arrow with a 1-inch space between the two and leaving a 1½-inch border on the top and bottom.
- C. The street name is to begin 1½ inches from the left edge of the blade. A 3-inch space shall be left between the end of the street name and the beginning of the block number portion, and a 1½-inch space shall be left between the end of the block number portion and the right edge (**Exception #2**).

Finished Layout:

If after the initial layout, the sign:

- A. Fits on a blade between 24 inches and 36 inches long, then use the Series “C” lettering in the street name portion.
- B. Is over 36 inches long, then use Series “B” lettering in the street name portion.
- C. Is shorter than 24 inches (**Exception #2**) then use Series “D” lettering for the street name portion.

**Exception #1** - If the street name contains a lower case g, j, p, q, or y letter, the name shall be raised ½ inch, leaving a 2½-inch border on the bottom.

**Exception #2** - If the street name is a single letter, such as “A” Street, the end spaces shall be 3 inches each. (The blade shall be the minimum size, 24 inches.)

**Finished Blade:**

- A. The finished blade shall have smooth clean cuts with no distortion of the blade or cracking or peeling of the reflective sheeting.
- B. The blade must be drilled as directed by the Traffic Engineer.

**Sample Layout:** The contractor shall submit to the Traffic Engineer the proposed length of each and every sign and a sample layout of one of the faces (full size) in the purchase order. Upon approval of the Traffic Engineer, the contractor may proceed with the fabrication of the entire order.

**Packaging:** All faces shall be packed in such a manner as to insure adequate protection against damage in shipment. Each sign face shall be pre-cut to size and sorted such that all with identical messages are packaged together.

Attached to each crate or package shall be:

- 1. Packing slip indicating the number and legend of all faces contained therein.
- 2. A signed certificate of compliance with this specification and contract.

**Delivery:** Sign orders shall be delivered to the Maintenance Services Center, Central Stores, 1307 West Fourth Street, Antioch, CA. Sign orders of 50 signs or less must be delivered within 30 calendar days from the date ordered.

**Supplier's Qualifications:** Supplier shall be continuously and regularly engaged in the business of distributing, manufacturing, selling, or servicing the material or equipment called for in this specification.

**Approval:** All faces, when furnished, will be inspected at the Maintenance Services Center and must meet with the satisfaction and approval of the Traffic Engineer or his/her duly authorized representative.

**Rejections:** In cases of material rejected by the Traffic Engineer, due to non-compliance with this specification, it shall be the responsibility of the contractor to make all arrangements and bear all expenses in replacing the rejected faces. Rejected material shall be picked up by the contractor at no cost to the City of Antioch.

**RETURN THIS PAGE WITH YOUR PRICING SCHEDULE**

**VII. Bid Work Sheet - Bid No. 801-0610-10F - Due June 29, 2010, 2:00 p.m.**

To The City of Antioch:

In compliance with the annexed notice inviting sealed proposals, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor, if applicable) to furnish Street, Regulatory, and Warning Signs as herein described in accordance with the special provision therefor, and agrees to enter into a contract therefor, at the listed prices.

All prices shall be F.O.B. Jobsite, Antioch, California. Sales tax should not be a part of the unit price. Should you show sales tax as a separate line item, the rate for the City of Antioch is 9.25%.

The following is a list of signs and hardware the City of Antioch uses on an annual basis. Quantities listed are estimates based on prior year usage for guidance to bidders and to assist the City in analyzing the bids. There shall be no guarantee as to actual quantities during the contract period stated.

<u>No.</u>	<u>Description</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Extension</u>
W1.	W1-1, W1-1A, W1-2 W1-3, W1-4, W1-2A, W1-5, W2-1, W2-2, W2-4, W3-1, W4-1, W4-2, W5-1, W5-2, W6-1, W6-3, W8-1, W8-2, W8-5, W8-8, W9-1, W14-2, W31 ca, W31-A ca, W73-A ca, W74 ca, W75 ca	36"x36"	40	_____	_____
W2.	As Above	30"x30"	40	_____	_____
W3.	W3-1, W12-1, W3-2	36"x36"	5	_____	_____
W4.	As above	48"x48"	10	_____	_____
W5.	W13-A	24"x24"	5	_____	_____
W6.	W7-3A	24"x18"	5	_____	_____
W7.	S1-1 (fl. yellow/green)	30"	20	_____	_____
W8.	As above	36"	20	_____	_____
W9.	S4-3 (fl. yellow/green)	24"x8"	5	_____	_____
W10.	W10-1	36"	10	_____	_____
W11.	W10-1	30"	10	_____	_____

W12.	W55 ca plastic	24"x24"	20	_____	_____
W13.	W1-8	24"x30"	20	_____	_____
W14.	SW44 ca, (fl. Yellow/green)	18"x18"	20	_____	_____
W15.	W11-2 (fl. yellow/green)	36x36"	10	_____	_____
W16.	W11-2 (fl. yellow/green)	30x30"	10	_____	_____
W17.	W16-7P (fl. yellow/green)	24x12"	20	_____	_____
R1.	R1-1	30"x30"	100	_____	_____
R2.	As above	18"x18"	5	_____	_____
R3.	As above	36"x36"	5	_____	_____
R4.	As above	48"x48"	5	_____	_____
R5.	R1-3, R1-4	12"x6"	5	_____	_____
R6.	As above	18"x6"	5	_____	_____
R7.	R1-2	36"	5	_____	_____
R8.	R2-1, R3-4, R4-7, R4-1 R10-11, R41 ca, R42 ca	24"x30"	25	_____	_____
R9.	As above	30"x36"	10	_____	_____
R10.	As above	36"x48"	20	_____	_____
R11.	R6-1	36x12"	1	_____	_____
R12.	R5-1	36"x36"	1	_____	_____
R13.	R5-1A	36"x21"	1	_____	_____
R14.	R3-1, R3-2, R3-3, R3-7, R5-2, R8-3a, R5-6, R36 ca, R48 ca	24"x24"	5	_____	_____
R15.	As above	30"x30"	5	_____	_____
R16.	As above	36"x36"	5	_____	_____
R17.	R49 ca	36"x18"	5	_____	_____
R18.	R26 series, R28 series, R30	12"x18"	5	_____	_____
R19.	R99 ca	12"x18"	5	_____	_____
R20.	OM1-3	18"x18"	20	_____	_____

S1.	City standard street name sign (see attached drawing)	24"	5	_____	_____
S2.	As above	30"	20	_____	_____
S3.	As above	36"	100	_____	_____
S4.	Rivertown standard street name sign, w/camelback, .125 aluminum acceptable (see attached drawing)		10	_____	_____
S5.	Rivertown standard street name sign, w/o camelback, .125 aluminum acceptable (see attached drawing)		10	_____	_____
S6.	G8's, bid item per sq ft of sign	Var x18"	15	_____	_____
S7.	G8's, bid item per sq ft of sign	Var x 36"	10	_____	_____
S8.	R73 series, bid item per sq. ft.	Variable	10	_____	_____
S9.	Pressure sensitive sheeting w/popul. for updating City limit signs, 2" lettering	9"x3-1/2"	20	_____	_____
S10.	Service and Park signs	30"x30"	5	_____	_____
S11.	National Park Service arrows	12"x12"	5	_____	_____
S12.	Specialty parking signs, double sided	12"x18"	20	_____	_____
S13.	As above	12"x30"	20	_____	_____
S14.	Specialty signs, single sided, bid item per sq. ft. of sign	Variable	200 sq.ft.	_____	_____
S15.	Neighborhood Watch (see pg 19; the area around the eye is blue)	18"x24"	50	_____	_____
S16.	City I. D. Sticker blue on white	4"x4"	500	_____	_____
H1.	Sign to sign hardware for street name signs (808F)		50	_____	_____
H2.	Sign to pole hardware for 2" diameter round pipe (808F)		50	_____	_____
H3.	Sign to pole hardware for 2" O.D. sq. tubing, (850F long)		50	_____	_____
H4.	L bracket to 2" dia. round pipe		25	_____	_____

H5.	L bracket to 2" O.D. sq. tubing		50	_____	_____
H6.	Sign posts, sq. galv., 12 ga., No. 20F12-10'	2"x10'	50	_____	_____
H7.	Sign posts, sq. galv., 12 ga., No. 20F12-12'	2"x12'	50	_____	_____
H8.	12 ga. anchors, galv.	2.5"x18"	150	_____	_____
H9.	12 ga. anchors, galv.	2.25"x24"	100	_____	_____
H10.	12 ga. anchors, galv.	2.25x30"	100	_____	_____
H11.	Corner Bolts (TL070)	5/16	500	_____	_____
H12.	Heavy duty jam nuts (TL062)	5/16	500	_____	_____
H13.	Drive Rivets steel (TL3808)	3/8	1000	_____	_____
H14.	Sign to pole hardware (1010)		25	_____	_____

Terms or Cash Discount (if other than Net 30)\_\_\_\_\_

Company Name:\_\_\_\_\_

Contact Name:\_\_\_\_\_

Title:\_\_\_\_\_

Address:\_\_\_\_\_

City/State/Zip:\_\_\_\_\_

Telephone:\_\_\_\_\_ FAX:\_\_\_\_\_

Contractor's License No.:\_\_\_\_\_

Email Address:\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

Send via mail (sealed) to:  
City of Antioch/Purchasing  
Bid No. 801-0610-10F  
P.O. Box 5007  
Antioch, CA 94531-5007

OR

Deliver via courier (sealed) to:  
City of Antioch/Purchasing  
Bid No. 801-0610-10F  
200 H Street  
Antioch, CA 94509

**Directions to Finance Department/Purchasing:** From Highway 4, take Auto Center Drive exit. Drive north approx. 1 mile; Auto Center Drive turns into West Fourth Street. From West Fourth, turn left on H Street and continue straight for 1 block until you enter City Hall parking lot. Purchasing is located on the first floor of City Hall in the Finance Department.

**LATE BIDS WILL NOT BE ACCEPTED – NO EXCEPTIONS.**

## **REQUEST FOR QUOTATION INSTRUCTIONS AND CONDITIONS**

### **1. PREPARATION/SUBMISSION OF BIDS:**

- Each bid must be submitted on this form in a sealed envelope with the bid number, closing date, and time on outside.
- All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- Corrections and/or modifications received after the closing time specified will not be accepted.
- Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.
- Time of delivery may be a consideration in the award.
- Prices will be considered as net if no cash discount is shown.
- All bids shall be signed by an authorized officer or employee of the bidder.
- Bids must be submitted by the date and at, or prior to, the time specified to be considered. No late bids, telegraphic or telephone, will be accepted.
- If your quotation is on an "all or nothing" basis, please state on quotation form.

### **2. BRAND NAMES:**

- Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

### **3. SAMPLES:**

- Samples of articles, when required, shall be furnished free of cost of any sort to the City of Antioch.
- Samples of articles selected may be retained for future comparison.
- Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at your expense.

### **4. TAXES:**

- Do not include sales, use, or federal excise taxes in your bid. All applicable sales tax will be added to purchase order. The City of Antioch is exempt per IRS regulations from the payment of Federal Excise Taxes.
- If your company is outside California and collects use tax, please state the amount as a separate item if the City is to remit the tax.

### **5. LIABILITIES:**

The vendor shall hold the City of Antioch, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense any and all actions brought against the City of Antioch or himself because of the unauthorized use of such articles.

All materials, supplies and equipment in these specifications and bid shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of California and all laws and ordinances applicable thereto. Cost of inspection of deliveries or offers for delivery, which do not meet specifications will be charged to vendor.

### **6. DEFAULT BY BIDDER:**

In case of default by the bidder, the City of Antioch may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Antioch. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

### **7. AWARDS:**

The City of Antioch reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items, (2) to reject any or all bids, or any part thereof, (3) to waive any informality in the bids; and (4) to accept the bid that is in the best interest of the City. The Purchasing Agent's decision shall be final.

- In determining and evaluating the best quotation, the prices will not necessarily be the controlling factor, but quality, equality, efficiency, utility, suitability of the equipment offered and the reputation of the equipment in general use will also be considered with any other relevant factors.

**8. RIGHT TO AUDIT:**

The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**9. ASSIGNMENT:**

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

## CITY OF ANTIOCH

### INSURANCE REQUIREMENTS FOR SUPPLIERS

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the products and material supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and including products coverage.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### Other Insurance Provisions

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to products of the Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, and volunteers shall be in excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) day's prior written notice has been provided to the Entity.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by entity.

#### Verification of Coverage

Vendor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation

Vendor hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the vendor, its employees, agents, and subcontractors.

Vendor Exceptions

There are a number of organizations/companies that provide services to your agencies that will not have formal contracts in place. These include but are not limited to United Parcel Service, Federal Express, United States Mail, and for hire interstate truck lines as examples. Although each of these companies may provide vendor services to you, you typically will not require formal contracts and will require evidence of insurance. All of the companies listed above are required to be licensed under the Department of Transportation rules and regulations which also requires specific limits of insurance.

For further information, please contact the City Attorney's office at (925) 779-7015 or the Purchasing Division at (925) 779-6994.

## **EQUAL OPPORTUNITIES IN EMPLOYMENT**

The contractors and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is required to submit policy statements: Affirmative Action and Equal Employment Opportunity (EEO). The Contractor and all Subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

## **APPEALS AND REMEDIES**

Any actual or prospective bidder, offeror, or contractor that has a grievance in connection with any City solicitation or award of contract may protest to the department soliciting the subject bid request, the City Manager or City Council. Protestors are urged to seek resolution of their complaints initially with the using department. All protests shall be submitted in writing. The protest shall be submitted within five (5) working days after protestor knows or should have known of the facts supporting protest, but not later than the award of bid.

In the event of such protest, the using agency involved shall not proceed with the solicitation or award of contract until a determination is made to settle the dispute. All disputes shall be settled in the best interest of the city. This determination may be granted by using department, City Manager, or City Council. If protestor is in agreement with decision made at any staff level below City Council, the solicitation or award of contract process shall be continued, according to the recommendation from staff. If required, the City Council will act as the final authority of all such decisions. After such decision, it shall direct the final course of action.

(1) Notice to Contractor/Protestor of Decision. All decisions shall be promptly issued in writing and furnished immediately by certified mail to the contractor/protestor. The decision shall state the reasons for such action and shall inform the contractor of its appeal rights of the Municipal Code.

(2) Final Decision/Contractor's Right to Appeal. Using department's decisions shall be final and conclusive, unless within five (5) working days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the City Council or commences an action in a court of law.

