CITY OF MERCED PURCHASING DEPARTMENT (209) 385-6833 purchasing@cityofmerced.org REQUEST FOR BIDS THIS IS NOT AN ORDER

PARCEL & HAND DELIVERED BIDS GO TO: 2525 "O" ST MERCED CA 95340

Quote hereon your lowest prices F.O.B. Merced for concrete poles as specified in the attached cut sheet. Similar or equal will be considered as long as specifications are met or exceeded. No allowance for freight, cartage, packing, or postage unless specified on this bid.

SEALED BIDS MUST BE IN THIS OFFICE BY: DEPT. Streets Tuesday, March 9, 2021 DEPT. Streets 2:30 P.M. REQUISITION NO. 03092021A Quantity Unit Description Unit Price Extended Price 17 ea New, concrete poles (Total budget for this purchase is \$ \$

17	ea	New, concrete poles (Total budget for this purchase is \$50,000)	\$	\$
		See attached document for full specifications.		
		Note: Submit original and one copy.	SUBTOTAL	\$
			SALES TAX (8.25%)	\$
			TOTAL AMOUNT	\$

* * * BID OPENING WILL BE HELD IN THE PURCHASING OFFICE CONFERENCE ROOM AT 2525 "O" STREET, MERCED, CA * * *

We have stated hereon the prices at which we will furnish and deliver the equipment, materials, supplies or services as specified above.
Delivery will be made in ______days after receipt of order (A.R.O.), except as otherwise indicated.

Note: The City reserves the right to reject any and or all bids, split the bid award, or to accept the bid that best serves the public purpose, even though it may not be the lowest.

MAIL SEALED BIDS TO:

678 W 18th St Merced CA

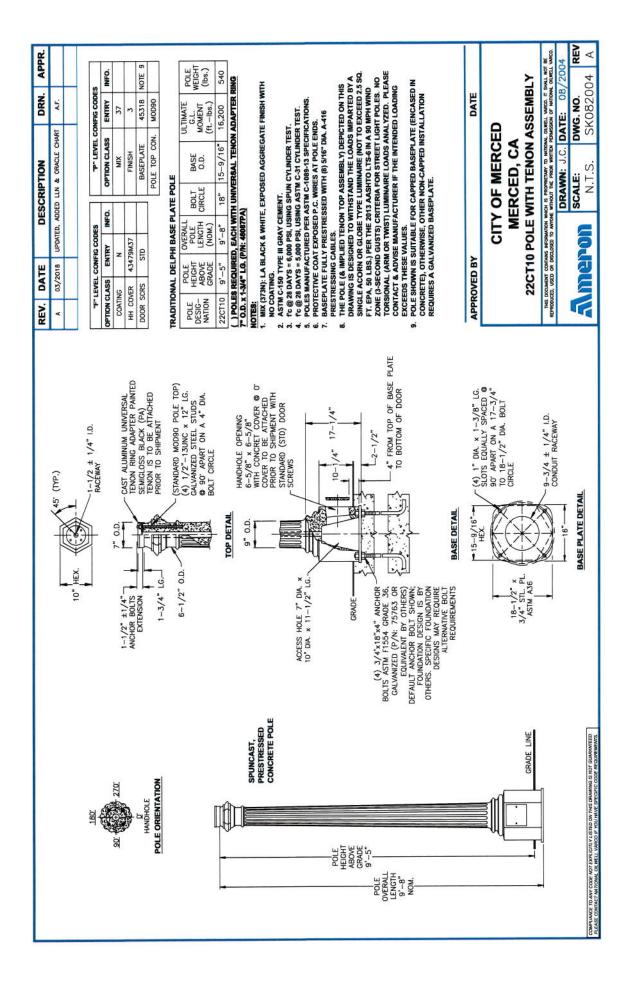
95340

BY:	
TITLE:	
SIGNATURE:	
DATE:	
PHONE:	
EMAIL:	
PAYMENT TERMS: (Net 10, 30, 45)	

CITY OFFICERS AND EMPLOYEES INELIGIBLE TO BID

Bidders are advised that under Government Code Section 1126 officers and employees of the City of Merced are **not eligible** to bid on City contracts (to provide equipment, materials, supplies or services to the City) or to enter into a lease or other agreements with the City. Any bid submitted by a City officer or employee, either individually or through a partnership, corporation, or other form of business entity or association, will be rejected and may subject the employee to discipline under the City's Personnel Rules, Article XIX Section 19.02.





CITY OF MERCED TERMS AND CONDITIONS OF PURCHASE

- 1. **Contract:** Unless a separate written agreement covering this purchase has been signed by both parties, this purchase order constitutes purchaser's offer to seller and it shall become a binding contract upon the terms and conditions set forth herein upon acceptance by seller either by acknowledgment or commencement of performance. Any terms or conditions (including price and delivery dates) proposed by seller which are inconsistent with or in addition to these terms shall be void and of no effect unless and to the extent expressly accepted by purchaser in writing.
- 2. Invoices: Submit fully itemized invoice to the Accounts Payable address listed on the face of the purchase order. Submit a SEPARATE invoice for each order or shipment. Mark each package, invoice, shipping memorandum, and bill of lading with the purchase order number.
- 3. Delivery: Deliver all items to the "Ship To" address listed on the face of the purchase order. Attach an itemized delivery ticket, bearing the purchase order number, to the shipment to ensure timely payment. Report delays in shipment immediately to purchaser. Goods and materials must be properly packaged. Inspection of goods and materials will be made at the delivery point, unless otherwise specified. Damaged goods and materials will not be accepted, and it will be the seller's responsibility to pick up the goods and materials, make the necessary corrections and redeliver for acceptance.
- 4. Shipping Charges: Unless otherwise agreed to, all shipments must be F.O.B. destination. Delivery costs not set forth in the purchase order will not be paid.
- 5. **Payment:** Payment will be issued to seller approximately thirty days after receipt of the merchandise or service and the correct original invoice. Purchaser is a municipality, and invoices are processed for payment once each week. Seller understands and agrees that the net payment period and cash discount period will extend to the date the invoices are paid.
- 6. Warranty: Seller warrants that all articles will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed design furnished by purchaser, seller assumes design responsibility and warrants the articles to be free from design defect and suitable for the purpose intended by the purchaser. Seller's warranties together with its service guarantees shall run to purchaser and its users of the articles and shall not be deemed to be exclusive. Purchaser's inspection, approval, acceptance, use of or payment for all or any part of the articles shall in no way affect its warranty rights whether or not a breach of warranty has become or should have become evident at the time. No waiver of a breach or of any provision of this order shall constitute a waiver of any other breach or provision.
- 7. City Liability: If an article sold or delivered to purchaser is protected by a patent or copyright, seller agrees to indemnify, defend, save, and hold harmless purchaser from and against any and all suits, claims, judgments, and costs instituted or recovered against it on account of the use or sale of such article by the purchaser in violation of rights under such patent or copyright.
- 8. **Cancellations:** Purchaser reserves the right to cancel any order where goods are not received within ninety days of the purchase order date, unless a longer or shorter delivery period is specified in the request for bids or on the face of the purchase order.
- 9. Insurance: When applicable, seller must provide satisfactory proof of general liability coverage at least as broad as ISO Form CG 0001 and automobile insurance both in the amount of not less than \$1,000,000 per occurrence/accident. The City of Merced must be named as an additional insured and receive 30 day notice of cancellation. Additionally, seller shall maintain workers' compensation coverage as required by state law and the policy shall be endorsed to waive the insurer's subrogation rights against purchaser. Applicability of insurance requirement is the sole determination of the City.
- 10. Indemnity: Seller agrees to indemnify, defend, save, and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from seller's intentional or negligent acts, errors or omissions in the performance of this purchase order.
- 11. Licensing Requirements: Seller warrants that it has complied with any and all state and local licensing requirements and agrees to provide proof of a current City of Merced Business Tax Certificate if seller's company is located in or provides services in the City of Merced.
- 12. Nondiscrimination: Seller shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by seller in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. Seller agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.
- 13. Laws: The Laws of California shall govern this order, and the venue of any action brought hereunder must be laid in or transferred to the County of Merced, State of California.