



DEPARTMENT

**ADMINISTRATIVE SERVICES DEPARTMENT
INFORMATION TECHNOLOGY DIVISION**

**REQUEST FOR PROPOSAL (RFP) NUMBER 133798
FOR PROFESSIONAL SERVICES**

**PROVISION OF RECYCLING PROGRAM FOR SURPLUS
COMPUTERS AND PERIPHERAL EQUIPMENT**

RFP SUBMITTAL DEADLINE: 3:00 P.M. TUESDAY, OCTOBER 13, 2009
CONTRACT ADMINISTRATOR: KATHY BRADLEY
PROJECT MANAGER: TIM LESLIE

**CITY OF PALO ALTO
PURCHASING/CONTRACT ADMINISTRATION
250 HAMILTON AVENUE
PALO ALTO, CA 94301
(650) 329-2271**

**REQUEST FOR PROPOSAL (RFP) NO. 133798
FOR PROFESSIONAL SERVICES**

**TITLE: RECYCLING PROGRAM FOR SURPLUS COMPUTERS AND PERIPHERAL
EQUIPMENT**

1. INTRODUCTION

The City of Palo Alto is seeking proposals from qualified firms to provide professional services for the recycling of the CITY's surplus computers and peripheral equipment. The City is seeking a vendor to provide the pick-up and disposal of Surplus Equipment. The required services and performance conditions are described in the Scope of Services, attached as Attachment A.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

- Attachment A– Scope of Services (Exhibit A)
- Attachment B – Proposer's Information Form*
- Attachment C – Certification of Non-discrimination*
- Attachment D – Sample Agreement for Services
- Attachment E – Sample Table, Qualifications of Firm Relative to City's Needs
- Attachment F – Sample Cost Proposal Format*
- Attachment G – Insurance Requirements*

The items identified with an asterisk (*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Conference

No Pre-proposal Conference has been scheduled.

3.2 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.2.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

- 3.2.3 Represent that all information contained in the proposal is true and correct.
- 3.2.4 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 5:00 p.m., Friday, October 2, 2009.. Correspondence shall be addressed to Kathy Bradley, Contract Administrator, City of Palo Alto, 250 Hamilton Avenue, Palo Alto, CA 94301 or e-mailed to kathy.bradley@cityofpaloalto.org. Responses from the City will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.4 Submission of Proposals

All proposals shall be submitted to:

City of Palo Alto
Purchasing and Contracts Administration
250 Hamilton Avenue, Mail Stop MB
Palo Alto, CA 94301

Proposals must be delivered no later than 3:00 p.m. on Tuesday, October 13, 2009. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit 3 copies of its proposal in a sealed envelope, including 1 "Original", clearly marked "Original", addressed as noted above, bearing the Proposer's name and address clearly marked, "**RFP**

NO. 133798 for RECYCLING PROGRAM FOR SURPLUS COMPUTERS AND PERIPHERAL EQUIPMENT.” The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged.

3.5 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

3.6 Rights of the City of Palo Alto

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

4. Proposed RFP Timeline

The RFP Timeline is as follows:

RFP Issued	September 22, 2009
Pre-Proposal Meeting	None Scheduled
Deadline for questions, clarifications	October 2, 2009
Proposal submittal deadline	October 13, 2009

5. Information to be Submitted (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the

Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the program you are presenting in your Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of no more than three (3) pages including the separate sheet.

5.2 Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources, such as financial statement for past 2 years.. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

5.3 Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide in a table format (see Sample Table, Exhibit E) descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client's to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

Proposer's must meet the minimum requirements specified in Attachment A, Scope of Services

5.4 Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of the program you are presenting. Include a description of all equipment which can be included, requirements for pick up, methods of disposal and all related major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

5.5 Chapter 5 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City, i.e. technological improvements, improved response techniques, environmentally friendly policies and procedures.

5.6 Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

5.7 Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment D – "Sample Agreement for Services." Items not excepted will not be open to later negotiation.

5.8 Chapter 8 – Proposal Costs Sheet and Rates

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Sample Table, Exhibit F).

Consultant shall provide the following information

- Schedule of Payments for specific equipment. How much will you pay CITY for specific pieces of equipment?
- Schedule of Costs for specific services.
- Hourly Labor Rates for service, if applicable
- Overhead rate and breakdown of overhead elements;
- Subconsultant billing rates and mark-up percentage for ODC's (other direct costs); and identify all reimbursable expenses.
- Most recent complete financial instrument that would establish Proposer's ability to complete the obligations of the contract resulting from this solicitation. This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Services.

PLEASE NOTE: The City of Palo Alto does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. Contract Type and Method of Payment

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a time and materials form of contract. A Sample Agreement of Services is provided as Attachment D. The method of payment to and from the successful Proposer shall be on a time and materials basis, based on costs for services provided and payments received by CITY for equipment provided to Vendor.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment G. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment G.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Risk Manager of the City of Palo Alto as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

7. Review and Selection Process

City staff will evaluate the proposals provided in response to this RFP based on the following criteria:

- 7.1 Quality and completeness of proposal;
- 7.2 Quality, performance and effectiveness of the overall program to be provided by the Proposer;
- 7.3 Proposer's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity;
- 7.4 Cost and/or Profit to the City;
- 7.5 Proposer's financial stability;
- 7.6 Proposer's compliance with applicable laws, regulations, policies (including city council policies, environmental awareness), guidelines and orders governing prior or existing contracts performed by the contractor.

The committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from the City's Purchasing/Contract Administration Division to the successful Proposer.

8. Oral Interviews

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee.

Proposers may only ask questions that are intended to clarify the questions that they are being asked to respond.

Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

9. Public Nature of Proposal Material

Responses to this RFP become the exclusive property of the City of Palo Alto. At such time as the Administrative Services Department recommends to firm to the City Manager or to the City Council, as applicable, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Palo Alto may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

10. Collusion

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. Disqualification

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 11.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 11.2 Any attempt to improperly influence any member of the evaluation team;
- 11.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- 11.4 Evidence of incorrect information submitted as part of the proposal;
- 11.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 11.6 Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

12. Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

13. Gratuities

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.

14. Firms or persons not eligible to submit a proposal

In order to avoid any conflict of interest or perception of a conflict or interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- 14.1 The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor the ultimate procurement.
- 14.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

ATTACHMENT A

Scope of Services

Surplus Equipment

Definitions:

Surplus – equipment which no longer meets the needs of the City of Palo Alto.

Overview:

The City of Palo Alto currently has approximately 1,000 computers at 32 physical locations and over 100 servers. Every year, approximately ¼ of the computer inventory is refreshed resulting in surplus computer and peripheral equipment “Surplus Equipment.” The City is seeking a vendor to provide the pick-up and disposal of Surplus Equipment.

Examples of Surplus Equipment are:

1. Computers, Laptops, Monitors and Computer related peripherals which include but are not limited to:

Hard drives, floppy drives, CD-ROMs, loose PC boards or cards, all data cables, power cables, power supplies, scanners, printers and PDA's; and any and all adapters or any devices which contains a circuit board.

2. Networking and Networking related components, and all Telephony and Telephony related equipment, which include but are not limited to:

Hubs, switches, routers, repeaters, test equipment, transceivers, cabling, punch blocks, wiring jacks, terminators, land line phones.

3. Server and server related equipment and peripheral devices including but not limited to:

Racks, enclosures, shelving, plastic or electronic cabling, power supplies, power backup devices and batteries.

4. Software or media containing software which includes but not limited to:

CD's, DVD's, Floppy Disk and all associated packaging including jewel cases and documentation.

Statement of Services:

The Contractor shall:

1. Pick up Surplus Equipment, free of charge, within twenty four hours after having received a pick up notification by e-mail or phone call and:
 - a. provide personnel, equipment and materials required for the pickup, transportation, and evaluation of the Surplus Equipment, and if the contractor determines that the Surplus Equipment cannot be used or repaired for use for its originally intended purpose, the disassembly, de-manufacture, recycling or disposal of the Surplus Equipment. The management of the materials by the Contractor, and by any Subcontractor, shall be in accordance with all Federal, State and local statutes, ordinances, rules, and regulations, including, but not limited to, those regulations promulgated by the Environmental Protection Agency (EPA), Department of Transportation (DOT), and the Texas Commission on Environmental Quality (TCEQ), and any predecessor or successor agency. Contractor shall procure at its expense all necessary permits, licenses,

certifications and other forms of documentation required relating to the Surplus Equipment, components and any resultant waste to be transported, treated, stored, recycled, disposed or processed.

2. Provide a Compensation Schedule (Attachment A) detailing the Surplus Equipment picked up including: description of equipment, type, model, manufacturer, serial number, quantity, price paid to City and submit to City no later than 1 month from pick up.
3. Provide hard drive data erasure, compliant with the 5220.22M Department of Defense standard.
4. Submit to the City no later than 60 days upon receipt of Surplus Equipment compensation for the equipment itemized on the Compensation Schedule.

All Bidders shall provide the following information:

1. A description of the methodology for equipment de-manufacture, disassembly, evaluation, transportation and disposal of resultant wastes including disposal methods and identification of all recycling, reclamation and disposal facilities proposed for the Surplus Equipment or components should the Contractor determine that the Surplus Equipment is not usable for its originally intended purpose.
2. A description of the methodology for data erasure.
3. Copies of all certifications.
4. Current price sheet

ATTACHMENT B
Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact person, title, telephone and fax number: _____

Taxpayer Identification No. _____

(or Social Security Number if Sole Proprietorship)

Proposer, if selected, intends to carry on the business as (check one)

Individual Joint Venture

Partnership

Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: 1; 2; 3; 4; 5; 6;

Or, _____ No Addendum/Addenda Were Received (**check and initial**).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. I
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er is **INDIVIDUAL**, sign here

Date: _____
Proposer's Signature

Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____
Member of the Partnership or Joint Venture signature

Date: _____
Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____
Title Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

Attachment C

Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

4. If Proposer is **INDIVIDUAL**, sign here:

Date: _____
Proposer's Signature

Proposer's typed name and title

5. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____
Member of the Partnership or Joint Venture signature

Date: _____
Member of the Partnership or Joint Venture signature

6. If Proposer is a **CORPORATION**, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____
Title Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

ATTACHMENT D-SAMPLE CONTRACT

CITY OF PALO ALTO CONTRACT NO. ____

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

FOR PROFESSIONAL SERVICES
(PROJECT NAME)**

This AGREEMENT is entered into _____, by and between the CITY OF PALO ALTO, a California Charter City and a municipal corporation of the State of California ("CITY"), and _____, a _____ located at _____ ("CONSULTANT").

In consideration of the covenants, terms, and conditions set forth in this Agreement, the parties agree:

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit "A" (attached to and made a part of this Agreement) in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY. CONSULTANT'S project director for this Agreement is _____.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through [INSERT DATE OR IF NO DATE ADD "completion of the services") unless terminated earlier pursuant to Section 18 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement.

(OPTION 1) CONSULTANT shall complete all Services by _____.

(OPTION 2) CONSULTANT shall complete the Services in accordance with the schedule set forth in Exhibit "A".

SECTION 4. NOT TO EXCEED COMPENSATION. CITY shall pay CONSULTANT for performance of the Services, including both payment for professional services and, if authorized, reimbursable expenses, an amount not to exceed _____ Dollars (\$_____). If Additional Services are authorized, the total compensation for services and reimbursable expenses, if any, shall not exceed _____ Dollars (\$_____).

a. Payment for Services. City shall pay CONSULTANT for Services performed in accordance with this Agreement:

(OPTION 1) The total maximum lump sum compensation of _____dollars (\$_____).

(OPTION 2, IF MORE THAN ONE RATE USE OPTION 3) The sum of _____dollars (\$_____) per hour.

(OPTION 3 -) A sum calculated in accordance with the fee schedule set forth in Exhibit "B" attached to and made a part of this Agreement.

b. Payment for Reimbursable Expenses

(OPTION 1) The payment for Services includes payment for all costs and expenses that may be incurred by CONSULTANT in the performance of the Services

(OPTION 2) CONSULTANT will be reimbursed for actual, reasonable and necessary expenses incurred in the performance of the Services in accordance with the expense reimbursement schedule set forth in Exhibit "B".

c. (Optional) Payment for Additional Services. The City has set aside the sum of _____ dollars (\$_____) for Additional Services. CONSULTANT shall provide Additional Services only by advanced, written authorization from the City's project manager. At the CITY's request, CONSULTANT shall submit a proposal for Additional Services including a description of the scope of services, schedule, and proposed maximum compensation, including reimbursable expenses, for such services. Compensation shall be based on the then current rates set forth in this Agreement, or if such rates are not applicable upon negotiated rates or lump sum. CONSULTANT shall not perform any Additional Services for which payment would exceed the amount set forth above.

SECTION 5. INVOICES. Send all invoices to the CITY, Attention: Project Manager. The CITY's Project Manager is: _____, Department: _____, Telephone: _____.

(Option 1) An invoice for services shall be submitted upon completion of all Services. Invoices shall provide a detailed statement of Services performed and the fee for such Services. If reimbursement of expenses is authorized, the invoice shall include supporting documentation of the expense.

(Option 2) Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and the fee for such services. If reimbursement of expenses is

authorized, the invoice shall include appropriate documentation of the expense.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. CONSULTANT represents that it, its employees and subconsultants have the expertise and qualifications to complete the Services and shall maintain during the term of this Agreement all licenses, permits, certifications, and approvals required to perform the Services.

CONSULTANT's services shall be performed in accordance with generally accepted professional practices and principles and shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall comply with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement.

All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. This obligation shall survive termination of the Agreement.

SECTION 9. INDEPENDENT CONTRACTOR. In performing the Services CONSULTANT is an independent contractor. Neither CONSULTANT nor any of CONSULTANT's officers, employees, agents or subcontractors, if any, is an agent or employee of the CITY by virtue of this Agreement or performance of any Services under this Agreement.

SECTION 10. ASSIGNMENT. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager.

SECTION 11. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant.

SECTION 12. OWNERSHIP OF MATERIALS.

All work product, including without limitation, drawings, plans, reports, specifications, calculations, documents, and other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the Services, and copyright interests in the work product (including all copyrightable interests arising under the 1990 Architectural Works Copyright Protection Act), are the property of the CITY. CITY acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the city manager or designee.

SECTION 13. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 14. INDEMNITY. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including investigation and administrative expenses, attorneys fees, experts fees, costs of alternative dispute resolution, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part or contributed to by an Indemnified Party. The foregoing indemnity obligation shall not apply to Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of Section 16 relating to insurance do not limit the provisions of this Section 14. The provisions of this Section 14 shall survive the expiration or early termination of this Agreement.

SECTION 15. NO IMPLIED WAIVER. CITY's payment or partial payment for, or acceptance or partial acceptance of, CONSULTANT's services shall not operate as a waiver by CITY of any of its rights under this Agreement.

SECTION 16. INSURANCE.

(a) Requirement. CONSULTANT, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described in Exhibit "C", attached to and made a part of this Agreement. Insurance must be provided by companies with a Best's Key rating of A-:VII or higher, which are admitted to transact insurance business in the State of California, and which are otherwise acceptable to the City's Risk Manager. The City's Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content.

(b) Endorsements. CONSULTANT shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONSULTANT shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the City's Risk Manager.

(c) Evidence Required. CONSULTANT shall provide certificates of such policies or other evidence of coverage satisfactory to CITY's Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the CITY's Risk Manager.

(d) Subcontractors. CONSULTANT shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section.

(e) No Limitation of Obligations. The procuring of such required policies of insurance shall not operate to limit CONSULTANT's liability or obligation to indemnify CITY under this Agreement.

Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 17. WORKERS' COMPENSATION. CONSULTANT, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

SECTION 18. TERMINATION OR ABANDONMENT.

(a) City's Rights. The city manager may terminate this Agreement or abandon any portion of the Services, by giving ten (10) days' prior written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT will perform no further Services except as specified in the notice. Before the date of termination or abandonment CONSULTANT shall deliver to the City Manager all work product related to the Services whether or not completed, and not otherwise previously delivered. City shall pay CONSULTANT for Services performed in accordance with this Agreement before the date of termination. If payment is to be made on a lump sum basis for all Services or by task and termination or abandonment occurs before completion of the services or any defined task which was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City and Consultant for work performed in conformance with this Agreement before the date of termination. In addition, the CITY will reimburse CONSULTANT for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated with the termination or abandonment except for the fees and reimbursement of authorized expenses, payable pursuant to this section

(b) CONSULTANT's Rights. CONSULTANT, if not in default or breach, may terminate its obligation to provide further Services under this Agreement by giving thirty (30) days prior written notice to CITY, but only in the event of a material default by CITY, which default has not been cured within 30 days following the written notice.

SECTION 19. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager.

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited
above

SECTION 20. CONFLICT OF INTEREST.

In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest.

CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

If the City Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 21. NONDISCRIMINATION. CONSULTANT agrees that in the performance of this Agreement, it shall not discriminate against any employee or applicant for employment of because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT agrees to meet all requirements of Palo Alto Muncipal Code Section 2.30.510 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit "D".

SECTION 22. MISCELLANEOUS PROVISIONS.

(a) Choice of Law. The laws of the State of California will govern this Agreement.

(b) Venue. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California or in the United States District Court for the Northern District of California in the County of Santa Clara, State of California.

(c) Attorney's Fees. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

(d) Entire Agreement. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral.

(e) Binding Effect, Assignments, and Amendments. This Agreement binds the parties and their successors and assigns to all covenants, terms and conditions of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of the City Manager. This Agreement may be amended only by a written instrument, which is signed by the parties.

(f) Nonappropriation. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (i) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (ii) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section 22(f) shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

APPROVED AS TO FORM:

CITY OF PALO ALTO

Senior Asst. City Attorney

___Purchasing Manager
___Assistant City Manager

APPROVED:

[CONSULTANT]

Director of Administrative
Services

By: _____

Name: _____

Title: _____
(If corporation: President or Vice-President)

By: _____

Name: _____

Title: _____
(If corporation: Secretary or Treasurer)

Taxpayer Identification No.

(Compliance with Corp. Code § 313 is required if the entity on whose behalf this contract is signed is a corporation. In the alternative, a certified corporate resolution attesting to the signatory authority of the individuals signing in their respective capacities is acceptable)

Attachments:

- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "B": COMPENSATION (Optional)
- EXHIBIT "C": INSURANCE
- EXHIBIT "D": NONDISCRIMINATION COMPLIANCE FORM

EXHIBIT "A"
SCOPE OF SERVICES

Insert scope of services

EXHIBIT "B"
SCHEDULE OF PERFORMANCE (OPTIONAL)

CONSULTANT shall perform the Services so as to complete each task or milestone within the number of days or weeks specified below. The time to complete each task or milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

<u>Task/Milestone</u>	<u>Complete number of days/weeks from NTP</u>
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____

EXHIBIT "C"
COMPENSATION

EXHIBIT "D"
INSURANCE REQUIREMENTS

END OF SAMPLE AGREEMENT

**ATTACHMENT E
SAMPLE TABLE FORMAT
QUALIFICATIONS OF FIRM RELATIVE TO CITY'S NEEDS**

Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						

*Include name, title and phone number.

**Attachment F
Sample Cost Proposal Format**

Attachment F1 - Compensation Schedule Example: To be completed by Proposer and submitted with Proposal.

Item #	Description	Type	Model	Manufacturer	Serial Number	Price Paid to City Per Each
1		Desktop				
2		Laptop				
3		Server				
4		Printer				
5		Router				
6		Hub				
7		Switch				
8						
9						
10						
11						
12						

Attachment F2 – Existing Surplus Inventory: To be completed by Proposer and submitted with Proposal.

Item #	Description	Type	Model	Manufacturer	Price Paid per Each	Quantity	Total Price Paid to City
1	Personal Computer	Desktop	Vectra	HP/Compact		10	
2	Personal Computer	Desktop	EPC42	HP/Compact		7	
3	Personal Computer	Desktop	D510 series	HP/Compact		4	
4	Personal Computer	Desktop	DC7000 Series	HP/Compact		5	
5	Personal Computer	Desktop	D%30 Ultra Slims	HP/Compact		5	
6	Personal Computer	Work Stations	Kayak 2100 Thru 4100	HP			
7	Laptop	Laptop	Satellite	Toshiba			
8	Laptop	Laptop	Tecra	Toshiba			
9	Laptop	Laptop	6000 series	Toshiba			
10	Laptop	Laptop	Think PAD	IBM			
11	Server	Server					

12	Printers	Printer	BW / Color Laser Jet	HP		3	
13	Printers	Printer	Dot Matrix	HP		3	
14		Router					
15		Hub					
16	Net Work Switch	48 Port	HP Pro Curve	HP		1	
17	Net Work Switch	12 Port	HP Pro Curve	HP		2	
18	HP Monitors	Monitors	17 , 19 , 20	HP		12	
19	HP Flat Screens	Flat Screen	17, 20	HP		9	

Attachment F3 – Fees for other Services: To be completed by Proposer and submitted with Proposal.

ITEM #	DESCRIPTION OF SERVICE	COST FOR SERVICE		ESTIMATED HOURS TO PERFORM SERVICE	TOTAL COST
		FLAT FEE	HOURLY RATE		
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

**ATTACHMENT G
INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH A BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION AUTOMOBILE LIABILITY	STATUTORY STATUTORY		
YES	COMPREHENSIVE GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	COMPREHENSIVE AUTOMOBILE LIABILITY, INCLUDING, OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES/NO TBD	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES		\$1,000,000
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: PROPOSER, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY PROPOSER AND ITS SUBCONSULTANS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURES CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY – SEE SECTION TBD, SAMPLE AGREEMENT FOR SERVICES.
- II. SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE, **OR** COMPLETE THIS SECTION AND IV THROUGH V, BELOW.
 - A. NAME AND ADDRESS OF COMPANY AFFORDING COVERAGE (NOT AGENT OR BROKER):

 - B. NAME, ADDRESS, AND PHONE NUMBER OF YOUR INSURANCE AGENT/BROKER:

C. POLICY NUMBER(S):

D. DEDUCTIBLE AMOUNT(S) (DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL):

III. AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AND PROPOSER'S SUBMITTAL OF CERTIFICATES OF INSURANCE EVIDENCING COMPLIANCE WITH THE REQUIREMENTS SPECIFIED HEREIN.

IV. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURES"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURES.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURES UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

V. PROPOSER CERTIFIES THAT PROPOSER'S INSURANCE COVERAGE MEETS THE ABOVE REQUIREMENTS:

THE INFORMATION HEREIN IS CERTIFIED CORRECT BY SIGNATURE(S) BELOW. SIGNATURE(S) MUST BE SAME SIGNATURE(S) AS APPEAR(S) ON SECTION II, ATTACHMENT A, PROPOSER'S INFORMATION FORM.

Firm: _____

Signature: _____

Name: _____

(Print or type name)

Signature: _____

Name: _____
(Print or type name)

NOTICES SHALL BE MAILED TO:

**PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303.**