



CITY OF PALO ALTO

PURCHASING AND CONTRACT ADMINISTRATION

250 HAMILTON AVENUE
PALO ALTO, CA 94301

P.O. BOX 10250
PALO ALTO, CA 94303

Date: October 13, 2009

Subject: Addendum Number 1 to City of Palo Alto's Request for Proposal #**134049**
Project Title: **LEASE AGREEMENT CITYWIDE COPIERS AND SUPPORT SERVICES**

Department: Administrative Services Department,
Print Shop Division

Proposal Receipt Date: **3:00 PM, Tuesday, November 10, 2009 (REVISED)**

Please note the following changes, corrections, and clarifications that are hereby incorporated to the requirements of the RFP:

1. Section 2 ATTACHMENTS: Attachment I - W9 Form is hereby Attached
2. Section 3.3 Addenda/Clarifications is hereby amended to read as follows:

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 4:00 PM on October 19, 2009. Questions will be accepted by Mail, Fax or Email. 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.

3. Section 3.4 Submission of Proposals is hereby amended to read as follows:

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, November 10, 2009**. All proposals received after that time will be returned to the Proposer unopened. The Proposer shall submit **11** copies of its proposal, including 1

“Original”, clearly marked on the front of the proposal as “Original”, all in a sealed envelope, addressed as noted above, bearing the Proposer’s name and address clearly marked, “RFP NO. 134049, FOR PROFESSIONAL SERVICES: **“LEASE AGREEMENT CITYWIDE COPIERS AND SUPPORT SERVICES.”** The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged. **Cost Information shall be submitted in a separate sealed envelope clearly marked as Cost Information for RFP 134049.**

4. Section 4 – Proposed RFP Timeline **(REVISED)**.

The RFP Tentative Timeline is as follows:

RFP Issued	September 28, 2009
Pre-Proposal Meeting	October 13, 2009
Deadline for questions, clarifications	October 19, 2009
Proposal Submission Deadline	Tuesday, November 10, 2009; 3:00 PM
Site Visits or Interviews, if required	Week of November 30, 2009 (Please leave open December 1st, 2nd and 3rd)
Notice of Intent to Award	Week of December 7, 2009
City Council Approval	December 14, 2009
Implementation-Removal, Delivery, Installation	Month of December, 2009

5. Section 15 – Objections to RFP is hereby amended to read as follows:

Any objections as to the structure, content or distribution of this Request for Proposal (RFP) must be submitted in writing by October 19, 2009. Objections must be as specific as possible, and must identify the RFP section number and title to which the objection is directed, as well as detailed description of and rationale for the objection.

Please submit objections to:

City of Palo Alto
 Attention: Kathy Bradley, Contract Administrator
 250 Hamilton Avenue
 Palo Alto, CA 94303

6. ATTACHMENT A- SCOPE OF SERVICES; Section 5, TECHNICAL REQUIREMENTS; Bullet (●) No. 14 is amended to read as follows:

- Guarantee that Copiers will be functional and operational a minimum of **98%** of the work week.

7. ATTACHMENT D-Sample Agreement, Section 6.3 is hereby amended to read as follows:

6.3 **Submitting False Claims; Monetary Penalties**. Lessor acknowledges and agrees that it is a "contractor" under and is subject to the City of Palo Alto Municipal Code. Contractors and subcontractors shall at all times deal in good

faith with the City and shall submit all claims, requests for equitable adjustments, requests for change orders, requests for contract modifications or requests of any kind seeking increased compensation on a City contract only upon a good-faith, honest evaluation of the underlying circumstances and a good-faith, honest calculation of the amount sought. Any contractor, subcontractor or consultant who commits any of the following acts shall be liable to City for three times the amount of damages which City sustains because of the act of the contractor, subcontractor or consultant. A contractor, subcontractor or consultant who commits any of the following acts shall also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

Section 18.3 is hereby amended to read as follows:

18.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Palo Alto.

Filename: Addendum No. 1.doc
Directory: \\Cc-terra\shared\ASD\PURCH\SOLICITATIONS\CURRENT
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Template: C:\Documents and Settings\lpearce\Local Settings\Temporary
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Author: lpearce
Keywords:
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Creation Date: 10/14/2009 2:33:00 PM
Change Number: 4
Last Saved On: 10/14/2009 4:03:00 PM
Last Saved By: tleslie
Total Editing Time: 70 Minutes
Last Printed On: 10/14/2009 4:03:00 PM
As of Last Complete Printing
Number of Pages: 3
Number of Words: 1,056 (approx.)
Number of Characters: 5,484 (approx.)