

**HUMAN SERVICES RESOURCE ALLOCATION PROCESS
REQUEST FOR PROPOSALS (RFP) 186701– FY2024-2025
ADDENDUM A: TERMS & CONDITIONS**

In addition to the information provided in the RFP # 186701, the following Terms & Conditions govern the Human Services Resource Allocation Process Request for Proposal. **Please make sure to sign off that you've read this document in the Submittal section of the proposal** (located on the last page of the proposal).

Examination of Proposal Documents:

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

- Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- Represent that all information contained in the proposal is true and correct.
- 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.
- Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement the 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.

Withdrawal of Proposals:

A Proposer may withdraw their proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by submitting a written request for withdrawal signed by, or on behalf of, the Proposer to HSRAP@cityofpaloalto.org.

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.

Proposal Exceptions:

Any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements and sample contract shall be communicated to the City before the RFP submittal deadline. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in **Addendum B "Sample Agreement for Services."** Items not excepted will not be open to later negotiation.

Public Nature of Material:

Responses to this RFP become the exclusive property of the City of Palo Alto. At such time as the Community Services Department recommends to form to the City Manager or to the City Council, as applicable, all proposals received 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.

Collusion:

By submitting a proposal, each Proposer represents and warrants that their 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.

Disqualification:

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

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

Non-Confirming 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.

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.

Firm of Persons Not Eligible to Submit a Proposal:

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

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

Contract Type and Method of Payment:

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a fixed fee form of contract. A Sample Agreement of Services is provided in **Addendum B**. The City shall compensate selected Proposer on a quarterly basis with a maximum “not to exceed” fee as agreed upon between the Proposer and the City as being the maximum cost to provide the Services. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials and any subcontracted items of work. Progress payments will be based on a percentage of the completed project.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in **Addendum B**.

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 **Addendum B**. 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.

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