



**ADMINISTRATIVE SERVICES DEPARTMENT
PRINTING & MAILING DIVISION**

**REQUEST FOR PROPOSALS (RFP) NUMBER 129759 FOR
PROFESSIONAL SERVICES**

DIGITAL IMAGING OUTSOURCING SERVICE

MANDATORY PRE-PROPOSAL CONFERENCE: MONDAY, FEBRUARY 23, 2009
RFP SUBMITTAL DEADLINE: 3:00 P.M., TUESDAY, MARCH 3, 2009
CONTRACT MANAGER: DEMETRIA MARROW
PROJECT MANAGER: TY CAMPBELL

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

1. INTRODUCTION

The City of Palo Alto is seeking proposals from experienced, qualified digital imaging firms to provide DIGITAL IMAGING OUTSOURCING SERVICE. The City operates its own Print Shop which handles the bulk of the City's standard digital imaging needs and manages all of the City's digital imaging projects. In-house staff process most small runs-under 5,000 impressions - jobs using digital copier technology.

The Print Shop, for the most part, outsources all of the following type digital imaging jobs:

- All four color processed projects
- All four color processed computer to plate projects
- All projects that needs special bindery procedures; cutting, folding, collating, etc.
- All projects needing special inks, paper, laminating, numbering, plastic printing, labels, imprinting, etc.

Digital imaging projects may include projects as, but not be limited to: monthly print runs for 2-4 utility bill inserts at 36,000 to 38,000 copies each, other inserts, various sized envelopes, forms, NCR forms, multi-color brochures, program flyers, business cards and department stationery. Digital imaging quality must be sharp and clear, no unintended color overlap, mis-registration, and no smears. The Printer may be required to deliver the printed material to the City of Palo Alto or designated distribution points as required by the Print Shop Manager. The required services, specifications and performance conditions are described in the attached Scope of Work, Attachment A.

The CITY may award multiple CONTRACTS for the required Services. It is the City's intent to establish a primary and a secondary source for digital imaging work as required by City Staff. CONTRACTS, if awarded, shall be for one to three year terms. This Request for Proposals will establish preferred vendor(s) for City of Palo Alto print job orders. The selected Vendor(s) will process job orders as assigned by the City's Supervisor of Printing and Mail Services. (In-house staff will process most small runs-under 5,000 impressions - jobs using digital copier technology.).

2. ATTACHMENTS

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

- Attachment A – Scope of Work/Services
- Attachment B – Proposer's Information Form*
- Attachment C – Certification of Non-discrimination*
- Attachment D – Sample Agreement for Professional Services
- Attachment E – Sample Table, Qualifications of Firm Relative to City's Needs
- Attachment F – Sample Cost Proposal Format
- Attachment G – Insurance Requirements*
- Attachment H – Sustainability Policy
- Attachment I – Samples

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 Mandatory Pre-proposal Conference

A mandatory pre-proposal conference will be held Monday, February 23, 2009 at 10:00 a.m. in the 1st Floor Conference Room, 250 Hamilton Avenue, Palo Alto, CA. All prospective Proposers are strongly encouraged to attend.

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., Wednesday, February 25, 2009. Correspondence shall be addressed to Demetria Marrow, Contract Administrator, City of Palo Alto, 250 Hamilton Avenue, Palo Alto, CA 94301 or e-mailed to: Demetria.marrow@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 Contract Administration
250 Hamilton Avenue, Mail Stop MB
Palo Alto, CA 94301

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

The Proposer shall submit 7 copies of its proposal in a sealed envelope, including one "Original", clearly marked "Original", addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP NO. 129759 FOR DIGITAL IMAGING OUTSOURCING SERVICE". The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged.

3.4 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.

3.5 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;
- Enter into Multiple Agreements with more than one Firm
- 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 sub-vendors;
- 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 anytime within the Term of the Contract, or fails to execute an agreement with the City.
- City has the option to seek separate competitive bids on future large jobs.

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	February 10, 2009
Pre-Proposal Meeting	February 23, 2009
Deadline for questions, clarifications	February 25, 2009
Proposals Due	March 3, 2009; 3:00 PM
Finalist Identified	Week of March 9, 2009
Vendor Interviews, if necessary	Week March 9, 2009
Vendor selection and contract preparation	Week of March 16, 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 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 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, including financial statements for last two years. Include

information for all other firms participating as major players in the Proposal (Subcontractors), 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 Vendor 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. **Provide at least three (3) references related to projects of similar venues – other cities/agencies, etc.**

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to any RFPs being developed as a result of this Project, *if applicable*.

5.4 Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of 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. Include a description of the Firm's ability and approach to handling multiple print jobs simultaneously. Include Firm's ability and approach to handling "emergency" print jobs, with short notice and critical deadlines.

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, specific new concepts, new technology, state of the art equipment included in the Proposal that would provide benefit to the City. Include information about your Firm's "Green" commitment and include all information relevant to "sustainability". This includes paper, ink, cartridges,

machinery, life-cycles, recycle goals, etc. Cite milestones achieved, Certification or recognitions received.

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). **Submit Cost information under separate cover in a sealed envelope clearly marked "Cost Information".**

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 per specific task, 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 Work.

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 Not to Exceed per Task form of contract. A Sample Agreement of Services is provided as Attachment D. The method of payment to the successful Proposer shall be on a *per Task* basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and

overhead, such as, but limited to, transportation, communications, subsistence and materials and any subcontracted items of work.

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 solution, goods and/or services to be provided by the Proposer;
- 7.3 Proposers experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- 7.4 Cost to the city;
- 7.5 Proposer's financial stability
- 7.6 Proposer's ability to perform the work within the time specified; meeting critical deadlines, i.e., after hours, weekends, rush jobs or emergencies;
- 7.7 Proposer's prior record of performance with city or others in similar venues;
- 7.8 Proposer's flexibility in providing additional back up services; reprints, emergency services, and other digital imaging services which may not be specifically mentioned in this RFP.

7.9 Proposer's compliance with applicable laws, regulations, policies (including city council policies), Green purchasing policies, guidelines and orders governing prior or existing contracts performed by the contractor.

The selection 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 to.

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 form 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; Any attempt to improperly influence any member of the evaluation team;
- 11.2 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.
- 11.7 Evidence of any potential conflict of Interest, real or apparent, which may occur as a result of award of this Contract.

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, *if applicable*.
- 14.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement, *if applicable*.

ATTACHMENT A
SCOPE OF SERVICE
FOR PROVISION OF
DIGITAL IMAGING OUTSOURCING SERVICE

I. GENERAL INFORMATION

The City of Palo Alto is requesting proposals from experienced qualified digital imaging firms to provide digital imaging outsourcing services for the City. Digital imaging projects may include monthly utility bill inserts, various size envelopes, forms, NCR forms, multi-color brochures, programs and flyers, inserts and department stationery.

The desired firm must have the ability to handle the City's digital imaging needs outside of normal business operating hours, Monday thru Friday, 8 a.m. to 6 p.m. (after hours, Monday thru Friday, after 6:00 p.m.), weekends, rush jobs or emergencies.

This request for proposal is intended to result in the award of a vendor contract to provide all services described herein. The City reserves the right to award, as a result of this solicitation, additional contracts if it is in the City's best interest to do so.

The selected Vendor(s) will process job orders as assigned by the City's Supervisor of Printing and Mail Services. In-house staff will process most small runs-under 5,000 impressions - jobs using digital copier technology. Print quality must be sharp and clear with no bleeds or smears. The selected vendor will be responsible for providing all incidental and related work associated with job order processing (i.e., produce film, provide plate(s), supply paper, provide soy-based ink and complete all required finishing). In developing its proposal material, firms should keep in mind that the City uses sustainable products and seeks to use paper with as much recycled and post consumer content as possible.

II. PROJECT DESCRIPTION

The City of Palo Alto maintains an in-house printing facility. On occasion, due to staffing or equipment, the Print Shop cannot accommodate the workload or the specific type print job generated by City departments. When the workload is excessively heavy or of a specialty print nature, selected jobs are outsourced to local printers at the discretion of Print Shop staff. The Print Shop most often outsources the following print jobs:

- All four color processed projects
- All four color processed computer to plate projects
- All oversize (larger than 11x17) color and b&w projects

- All projects that needs special bindery procedures; cutting, folding, collating, etc.
- All projects needing special inks, paper, laminating, numbering, plastic printing, labels, imprinting, etc.

1. Specific Digital Imaging Tasks

Several major Digital Imaging Jobs are generated on an annually scheduled basis by various City Departments, including the City of Palo Alto Utilities (CPAU) Utility Marketing Services (UMS) and Utility Administration groups; Parks and Golf Department and Recreation and Open Space.

A. City of Palo Alto Utilities (CPAU) Utility Marketing Services (UMS) and Utility Administration groups

CPAU is a full-service municipal utility that has been in operation for over 100 years. The municipal utility system is owned and operated by the City (and therefore the City residents and businesses). The customer segments CPAU serves include residential, commercial, corporate, institutional and industrial classes. CPAU provides water, electricity and natural gas to utility customers. The benefits CPAU provides include competitive rates, fast response, local political control, reliable delivery and a positive environmental focus.

UMS is a main point of contact between the Utilities Department and customers. Through various media such as advertisements, case studies, newsletters, bill inserts, envelope bangtails and back of envelope graphics, brochures, email ads, newspaper articles, and program packets, customers are informed of current programs, educational, and technical information, safety tips and required notifications, industry trends and updates. **These Digital Imaging Projects may be simultaneous and/or require a fairly quick turn around time.**

CPAU shall utilize the services of Selected Print Firms to provide digital imaging production, as well as advertising placement and mailing service coordination to assist in communicating with its residential and business utility customers. The selected Print Firm(s) will be expected to coordinate and work with the City's graphic designer(s). CPAU will develop a calendar of production for use with one or more Firms. The selected Printer(s) will keep in mind that the City uses sustainable products and seeks to use paper with as much recycled and post consumer content as possible.

On an annual basis, CPAU staff implements a multitude of program and service marketing along with customer education and outreach activities by leveraging outside graphic designers and ad agencies to supplement staff resources.

This project will establish preferred vendor(s) for City of Palo Alto digital imaging job orders. The selected vendor will process job orders as assigned by the Supervisor, Printing and Mail Services. Orders may include envelopes, forms, stationery, flyers, brochures and programs in varying sizes, colors and quantities. Most job orders, with the exception of envelopes, will be over 5,000 impressions. (In-house staff will process most small runs-under 5,000 impressions - jobs using

digital copier technology.) Print quality must be sharp and clear with no bleeds or smears. The selected vendor will be responsible for providing all incidental and related work associated with job order processing (i.e., produce film, provide plate(s), supply paper, provide soy-based ink and complete all required finishing).

B. Parks and Golf Department

Parks and Golf often require Digital Imaging Services for various multicolor Flyers, Inserts and Brochures. Other services required may include specialty (oversized) documents such as maps, engineering drawings and plans.

C. Recreation and Open Space

Parks and Golf often require Printing Services for various multi color Flyers, Inserts and Brochures. Other services required may include specialty (oversized) maps, engineer drawings and plans.

D. Specialty Items: Maps, Plans, Blueprints – Large and Regular Format

Several departments within the City, such as Public Works, Utilities, Planning, Parks and Golf, Recreation and Open Space and occasionally the Fire Department, require reproduction of maps, drawings, etc. In addition, black/white and color copies of specifications sometimes accompany plans. Black/white and color copying may be required by any department for various projects.

III. CITY'S INTENT (ALTERNATE SOURCES)

This Request for Proposal will establish a preferred vendor for City of Palo Alto digital imaging job orders. Vendor will process job orders as assigned by the Supervisor of the Printing and Mailing Division. It is the City's intent to establish a primary source for digital imaging work required by City Staff. In those instances in which the preferred vendor is unable to meet the City's requirements, the City may use the services of a secondary vendor as necessary. In developing its proposal, firm (s) need to keep in mind that the City uses sustainable products and seeks to use paper with as much recycled and post consumer content as possible.

Occasionally, City may refer small run *overflow* or *rush* offset jobs to Vendor for processing.

IV. PROPOSAL PROCESS

In addition to the required information and format for submitting a Proposal, as indicated in Section 5, Information to be Submitted (to be submitted in this order only), Proposers shall submit for evaluation, samples of 2-color, 3-color, 4-color and folded jobs with their proposals. Samples of various printed materials completed for the City are included in this RFP as Attachment I. Vendor shall submit for evaluation samples of current, similar and comparable work with their quotation. In addition to price, the City shall consider the quality of supplies and/or services that vendors are able to provide, as well as the

financial qualifications of Proposers in determining the vendors to whom the City will award the contract(s).

V. GENERAL SPECIFICATIONS AND REQUIREMENTS

- A. Vendor must meet City's Environmental Preferred Purchasing Policy requirements (*detailed below-Section VIII*)
- B. Vendor must provide pick-up and delivery service for all jobs submitted
- C. Vendor must guarantee turn around time of 3-5 days
- D. Vendor must be able to provide: Same day service: If received by 10:00 a.m., guaranteed complete by 5:00 p.m. same day, or within 48 hours.
- E. Items may be submitted in person, electronically in Word or PDF format or by others means provided by the proposer.
- F. Vendor's proposal must provide dollar mark-up amount or specify hourly rate for rush jobs. Vendor must define "RUSH" parameters.
- G. Vendor's proposal must indicate if after-hours (after 5:00 pm) emergency or rush services are available (6-hour turnaround time) , week-end services (24-hour turnaround) and the fees for such services ;
- H. Vendor must provide a Press Check for all jobs
- I. Vendor shall only accept job requests from Print Shop Staff as Point of Contact
- J. Vendor must accept electronic files for job order processing
- K. Vendor's quote/proposal will include all COSTS, including all necessary materials (paper, ink, etc.)
- L. Vendor will be responsible for all finishing materials (bindery, sorting, etc.)
- M. Vendor must provide one specific sales representative to handle City's accounts. The sales representative will inform City purchasing and using departments of new materials and processes, handle billing problems, special orders, etc.
- N. Vendor must provide services within designated pick up and delivery areas- Service Area – Santa Clara and San Mateo Counties at No Charge; San Francisco and Oakland (Alameda County) preferably at No Charge.
- O. All Invoices for Services must be sent to the Attention of the Print Shop Supervisor/Manager
- N. Vendor must be willing to work with City of Palo Alto third party vendors or contacts.

VI. VENDOR REQUIREMENTS:

1. Capabilities:

- A. Vendor must be able to handle originals in varying states such as:
 - Various materials including vellum, bond, mylar and blueprint.
 - Various sizes.
 - Various age and condition. Some originals are very old and must be handled with great care.
 - Where imprinting on back shows through to the front and must be captured when reproduced.
- B. City will have the option of using blanket orders, purchase orders or a credit card. Occasional users will use one-time purchase orders on an as-needed

basis. Contract pricing must be extended to each order.

- C. Jobs must be picked up from and delivered to requesting City departments unless another local address is specified.
- D. Vendor must notify requestor immediately if the required deadline cannot be met.
- E. Vendor must submit itemized invoices detailing labor and materials used for each job produced.

2. Sustainability:

The selected firm(s) must meet or exceed the current goals of "Green Business" processes to ensure that this designation is maintained or enhanced. Some of the processes or items that helped gain this designation are:

- Santa Clara County certification as a "green-based" business
- The use of chlorine-free paper
- Improved hazardous waste storage
- Use of less toxic chemicals
- Green Business Training for Print Shop Staff
- The use of soy-based inks

VII. ENVIRONMENTALLY PREFERRED PURCHASING

The City of Palo Alto is a green business and works to purchase and provide products in an environmentally sustainable manner. The City prefers production methods that reduce waste and environmentally toxic products. Any Printing Firm should be aware that printed materials will be at a minimum printed on 30% post consumer recycled paper with vegetable based ink. The Printer will check with the project manager to discuss the maximum recycled content paper available for each project. FSC certified paper that is "process chlorine free" is preferred. Reducing energy use and thus the carbon footprint for the development, production and delivery of products is preferred.

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. If Proposer 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. ____SAMPLE__

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 charter city and a municipal corporation of the State of California ("CITY"), and _____, a _____ located at _____ ("VENDOR").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to **(DESCRIBE WHAT THE CITY PLANS TO DO – E.G. CONSTRUCT A NEW LIBRARY)**("Project") and desires to engage a Vendor to **(DESCRIBE SERVICES – I.E. FEASIBILITY STUDY, ARCHITECTURAL DESIGN, ENGINEERING SERVICES)** in connection with the Project ("Services").

B. VENDOR has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage VENDOR to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. VENDOR shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

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 in accordance with the Schedule of Performance attached as Exhibit "B"] **unless terminated earlier pursuant to Section 19 of this Agreement.**

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. VENDOR shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this

ATTACHMENT D - SAMPLE CONTRACT

Agreement shall be commenced and completed by VENDOR in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the VENDOR. CITY's

agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of VENDOR.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to VENDOR for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed _____ Dollars (\$_____). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed _____ Dollars (\$_____). The applicable rates and schedule of payment are set out in Exhibit "C", entitled "COMPENSATION," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". VENDOR shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

SECTION 5. INVOICES. In order to request payment, VENDOR shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the VENDOR's billing rates (set forth in Exhibit "C"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in VENDOR's payment requests shall be subject to verification by CITY. VENDOR shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by VENDOR or under VENDOR's supervision. VENDOR represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. VENDOR represents that it, its employees and subVendors, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by VENDOR under this agreement 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. VENDOR shall keep itself informed of and in compliance 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. VENDOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

ATTACHMENT D - SAMPLE CONTRACT

SECTION 8. ERRORS/OMISSIONS. VENDOR 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 VENDOR. If VENDOR has prepared plans and specifications or other design documents to construct the Project, VENDOR shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, VENDOR shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY's stated construction budget, VENDOR shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement VENDOR, and any person employed by or contracted with VENDOR to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of VENDOR are material considerations for this Agreement. VENDOR shall not assign or transfer any interest in this Agreement nor the performance of any of VENDOR's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Notwithstanding Section 11 above, CITY agrees that subVendors may be used to complete the Services. The subVendors authorized by CITY to perform work on this Project are:

- 1.
- 2.

VENDOR shall be responsible for directing the work of any subVendors and for any compensation due to subVendors. CITY assumes no responsibility whatsoever concerning compensation. VENDOR shall be fully responsible to CITY for all acts and omissions of a subVendor. VENDOR shall change or add subVendors only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. VENDOR will assign _____ as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and _____ as the project coordinator to represent VENDOR during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager.

ATTACHMENT D - SAMPLE CONTRACT

VENDOR, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City's project manager is _____, _____ Department, _____ Division, _____ Palo Alto, CA 94303, Telephone: _____. The project manager will be VENDOR's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. VENDOR agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and VENDOR waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither VENDOR 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. VENDOR makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. VENDOR will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, VENDOR's records pertaining to matters covered by this Agreement. VENDOR further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, VENDOR 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 liability 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 attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by VENDOR, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require VENDOR to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of VENDOR's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

ATTACHMENT D - SAMPLE CONTRACT

SECTION 18. INSURANCE

18.1. VENDOR, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "G". VENDOR and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of VENDOR retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification, VENDOR shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit VENDOR's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, VENDOR 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 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The city manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to VENDOR. Upon receipt of such notice, VENDOR will immediately discontinue its performance of the Services.

19.2. VENDOR may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, VENDOR shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by VENDOR or its contractors, if any, or given to VENDOR or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

ATTACHMENT D - SAMPLE CONTRACT

19.4. Upon such suspension or termination by CITY, VENDOR will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by VENDOR, CITY will be obligated to compensate VENDOR only for that portion of VENDOR's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. 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 VENDOR: Attention of the project director
 at the address of VENDOR recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, VENDOR 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.

21.2. VENDOR further covenants that, in the performance of this Agreement, it will not employ subVendors, contractors or persons having such an interest. VENDOR 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.

21.3. If the Project Manager determines that VENDOR is a "Vendor" as that term is defined by the Regulations of the Fair Political Practices Commission, VENDOR 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 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, VENDOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person 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. VENDOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of

ATTACHMENT D - SAMPLE CONTRACT

Section 2.30.510 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit “.”

SECTION 23. MISCELLANEOUS PROVISIONS.

23.1. This Agreement will be governed by the laws of the State of California.

23.2. 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 in the County of Santa Clara, State of California.

23.3. 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. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

23.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

23.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and Vendors of the parties.

23.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

23.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

23.8. 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 (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) 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 23.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

23.9. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

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

ATTACHMENT D - SAMPLE CONTRACT

CITY OF PALO ALTO

[VENDOR]

City Manager

By: _____

Name: _____

APPROVED AS TO FORM:

Title: _____

Senior Asst. City Attorney

APPROVED:

Director of Administrative
Services

Attachments:

EXHIBIT "A":	SCOPE OF WORK
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "D":	INSURANCE REQUIREMENTS
EXHIBIT "E":	CERTIFICATION OF NONDISCRIMINATION

ATTACHMENT D – SAMPLE CONTRACT

EXHIBIT A

(INSERT SCOPE OF SERVICE)

ATTACHMENT D – SAMPLE CONTRACT

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services during the period July 1, 2009 through June 30, 2010.

ATTACHMENT D – SAMPLE CONTRACT

EXHIBIT “C” **COMPENSATION**

The CITY agrees to compensate the VENDOR for professional services performed in accordance with the terms and conditions of this Agreement. Compensation shall be calculated based on the hourly rate schedule attached as Exhibit C-1 up to the not to exceed amount stated in this contract.

The compensation to be paid to VENDOR under this Agreement for all services described in Exhibit “A” (“Scope of Services-Basic Services”) and reimbursable expenses shall not exceed \$110,000.00. VENDOR agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$110,000.00. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

ADDITIONAL SERVICES

The VENDOR shall provide additional services only by advanced, written authorization from the CITY. The VENDOR, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and VENDOR’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Purchasing Division and VENDOR prior to commencement of the services. . Payment for additional services is subject to all requirements and restrictions in this Agreement

ATTACHMENT D – SAMPLE CONTRACT

EXHIBIT “C-1”

FEE RATE SCHEDULE

(INSERT FEE/HOURLY RATE SCHEDULE)

ATTACHMENT D – SAMPLE CONTRACT

EXHIBIT “D”

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 AM 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:

REQUIRE D	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	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	AUTOMOBILE LIABILITY, INCLUDING ALL 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	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: CONTRACTOR, 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 CONTRACTOR AND ITS SUBVENDORS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS 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.
 - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"
 - 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

ATTACHMENT D – SAMPLE CONTRACT

CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS 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.

NOTICES SHALL BE MAILED TO:

PURCHASING AND CONTRACT ADMINISTRATION

CITY OF PALO ALTO

P.O. BOX 10250

PALO ALTO, CA 94303

ATTACHMENT D – SAMPLE CONTRACT

EXHIBIT “E”

CERTIFICATION OF NONDISCRIMINATION

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 and will not during the course of this contract discriminate in the 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 and that they are in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment.

THE INFORMATION HEREIN IS CERTIFIED CORRECT BY SIGNATURE(S) BELOW.

Authorized Signature: _____

Date: _____

END OF ATTACHMENT D-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*

Did your firm meet the project schedule (Circle one) : Yes No

Give a brief statement of the firm's adherence to the schedule and budget for the project:

Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*

Did your firm meet the project schedule (Circle one) : Yes No

Give a brief statement of the firm's adherence to the schedule and budget for the project:

Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*

Did your firm meet the project schedule (Circle one) : Yes No

Give a brief statement of the firm's adherence to the schedule and budget for the project:

Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*

Did your firm meet the project schedule (Circle one) : Yes No

Give a brief statement of the firm's adherence to the schedule and budget for the project:

*Include names/titles

**ATTACHMENT F
COST PROPOSAL FORM**

Name of Company _____

PART 1. BASIC PRINTING SERVICES. Please insert cost for each item

ITEM NO.	DESCRIPTION OF SERVICE	BILLING UNIT OF MEASURE	RATES FOR STD SERVICE REG HOURS; MON- FRI, 8 TO 5	RATES FOR RUSH OR EMERGENCY SVCS; QUICK TURN or AFTER HOURS-5 PM/WEEKENDS
1.	Client Consultation	Per Hour		
2.	Electronic file transfer	Included		
3.	Press check	Included		
4.	Travel/mileage rate	Per Mile		
5.	Scanning/imaging	Included		
6.	Assembling	Included		
7.	Binding	Per job		
8.	Perforating	Per job		
9.	Folding	Per job		
10.	Die-Cutting	Per job		
11.	Laminate	Per job		

ITEM NO.	DESCRIPTION OF SERVICE	BILLING UNIT OF MEASURE	RATES FOR STD SERVICE REG HOURS; MON- FRI, 8 TO 5	RATES FOR RUSH OR EMERGENCY SVCS; QUICK TURN or AFTER HOURS-5 PM/WEEKENDS
12.	Copy, Single B&W, 8x11	* 1-25 SHEETS		
13.	" " 11x17	* 1-25 SHEETS		
14.	" " 8.25x14	* 1-25 SHEETS		
15.	Copy, Single 1 Color 8x11	* 1-25 SHEETS		
16.	" " 11x17	* 1-25 SHEETS		
17.	" " 8.25x14	* 1-25 SHEETS		
18.	Copy, Single 2 Color 8x11	* 1-25 SHEETS		
19.	" " 11x17	* 1-25 SHEETS		
20.	" " 8.25x14	* 1-25 SHEETS		
21.	Copy, Single 3 Color 8x11	* 1-25 SHEETS		
22.	" " 11x17	* 1-25 SHEETS		
23.	" " 8.25x14	* 1-25 SHEETS		
24.	Copy, Single 4 Color 8x11	* 1-25 SHEETS		
25.	" " 11x17	* 1-25 SHEETS		
26.	" " 8.25x14	* 1-25 SHEETS		
27.	Copy, Duplex B&W, 8x11	* 1-25 SHEETS		
28.	" " 11x17	* 1-25 SHEETS		
29.	" " 8.25x14	* 1-25 SHEETS		
30.	Copy, Duplex 1 Color 8x11	* 1-25 SHEETS		
31.	" " 11x17	* 1-25 SHEETS		
32.	" " 8.25x14	* 1-25 SHEETS		
33.	Copy, Duplex 2 Color 8x11	* 1-25 SHEETS		
34.	" " 11x17	* 1-25 SHEETS		
35.	" " 8.25x14	* 1-25 SHEETS		
36.	Copy, Duplex 3 Color 8x11	* 1-25 SHEETS		
37.	" " 11x17	* 1-25 SHEETS		
38.	" " 8.25x14	* 1-25 SHEETS		
39.	Copy, Duplex 4 Color 8x11	* 1-25 SHEETS		
40.	" " 11x17	* 1-25 SHEETS		
41.	" " 8.25x14	* 1-25 SHEETS		

- Quote Copy Prices in Quantity Discount Amounts: 1-25

ITEM NO.	DESCRIPTION OF SERVICE	BILLING UNIT OF MEASURE	RATES FOR STD SERVICE REG HOURS; MON- FRI, 8 TO 6	UNIT RATES FOR RUSH OR EMERGENCY SVCS; QUICK TURN or AFTER HOURS-5 P.M./WEEKENDS
12.	Copy, Single B&W, 8x11	* 26-50 SHEETS		
13.	" " 11x17	* 26-50 SHEETS		
14.	" " 8.25x14	* 26-50 SHEETS		
15.	Copy, Single 1 Color 8x11	* 26-50 SHEETS		
16.	" " 11x17	* 26-50 SHEETS		
17.	" " 8.25x14	* 26-50 SHEETS		
18.	Copy, Single 2 Color 8x11	* 26-50 SHEETS		
19.	" " 11x17	* 26-50 SHEETS		
20.	" " 8.25x14	* 26-50 SHEETS		
21.	Copy, Single 3 Color 8x11	* 26-50 SHEETS		
22.	" " 11x17	* 26-50 SHEETS		
23.	" " 8.25x14	* 26-50 SHEETS		
24.	Copy, Single 4 Color 8x11	* 26-50 SHEETS		
25.	" " 11x17	* 26-50 SHEETS		
26.	" " 8.25x14	* 26-50 SHEETS		
27.	Copy, Duplex B&W, 8x11	* 26-50 SHEETS		
28.	" " 11x17	* 26-50 SHEETS		
29.	" " 8.25x14	* 26-50 SHEETS		
30.	Copy, Duplex 1 Color 8x11	* 26-50 SHEETS		
31.	" " 11x17	* 26-50 SHEETS		
32.	" " 8.25x14	* 26-50 SHEETS		
33.	Copy, Duplex 2 Color 8x11	* 26-50 SHEETS		
34.	" " 11x17	* 26-50 SHEETS		
35.	" " 8.25x14	* 26-50 SHEETS		
36.	Copy, Duplex 3 Color 8x11	* 26-50 SHEETS		
37.	" " 11x17	* 26-50 SHEETS		
38.	" " 8.25x14	* 26-50 SHEETS		
39.	Copy, Duplex 4 Color 8x11	* 26-50 SHEETS		
40.	" " 11x17	* 26-50 SHEETS		
41.	" " 8.25x14	* 26-50 SHEETS		

- Quote Copy Prices in Quantity Discount Amounts: 26-50

ITEM NO.	DESCRIPTION OF SERVICE	BILLING UNIT OF MEASURE	RATES FOR STD SERVICE REG HOURS; MON- FRI, 8 TO 6	UNIT RATES FOR RUSH OR EMERGENCY SVCS; QUICK TURN or AFTER HOURS-5 P.M./WEEKENDS
12.	Copy, Single B&W, 8x11	* 100 SHEETS		
13.	" " 11x17	* 100 SHEETS		
14.	" " 8.25x14	* 100 SHEETS		
15.	Copy, Single 1 Color 8x11	* 100 SHEETS		
16.	" " 11x17	* 100 SHEETS		
17.	" " 8.25x14	* 100 SHEETS		
18.	Copy, Single 2 Color 8x11	* 100 SHEETS		
19.	" " 11x17	* 100 SHEETS		
20.	" " 8.25x14	* 100 SHEETS		
21.	Copy, Single 3 Color 8x11	* 100 SHEETS		
22.	" " 11x17	* 100 SHEETS		
23.	" " 8.25x14	* 100 SHEETS		
24.	Copy, Single 4 Color 8x11	* 100 SHEETS		
25.	" " 11x17	* 100 SHEETS		
26.	" " 8.25x14	* 100 SHEETS		
27.	Copy, Duplex B&W, 8x11	* 100 SHEETS		
28.	" " 11x17	* 100 SHEETS		
29.	" " 8.25x14	* 100 SHEETS		
30.	Copy, Duplex 1 Color 8x11	* 100 SHEETS		
31.	" " 11x17	* 100 SHEETS		
32.	" " 8.25x14	* 100 SHEETS		
33.	Copy, Duplex 2 Color 8x11	* 100 SHEETS		
34.	" " 11x17	* 100 SHEETS		
35.	" " 8.25x14	* 100 SHEETS		
36.	Copy, Duplex 3 Color 8x11	* 100 SHEETS		
37.	" " 11x17	* 100 SHEETS		
38.	" " 8.25x14	* 100 SHEETS		
39.	Copy, Duplex 4 Color 8x11	* 100 SHEETS		
40.	" " 11x17	* 100 SHEETS		
41.	" " 8.25x14	* 100 SHEETS		

- Quote Copy Prices in Quantity Discount Amounts: Per 100

ITEM NO.	DESCRIPTION OF SERVICE	BILLING UNIT OF MEASURE	RATES FOR STD SERVICE REG HOURS; MON- FRI, 8 TO 6	UNIT RATES FOR RUSH OR EMERGENCY SVCS; QUICK TURN or AFTER HOURS-5 P.M./WEEKENDS
12.	Copy, Single B&W, 8x11	* 500 sheets		
13.	“ “ 11x17	* 500 sheets		
14.	“ “ 8.25x14	* 500 sheets		
15.	Copy, Single 1 Color 8x11	* 500 sheets		
16.	“ “ 11x17	* 500 sheets		
17.	“ “ 8.25x14	* 500 sheets		
18.	Copy, Single 2 Color 8x11	* 500 sheets		
19.	“ “ 11x17	* 500 sheets		
20.	“ “ 8.25x14	* 500 sheets		
21.	Copy, Single 3 Color 8x11	* 500 sheets		
22.	“ “ 11x17	* 500 sheets		
23.	“ “ 8.25x14	* 500 sheets		
24.	Copy, Single 4 Color 8x11	* 500 sheets		
25.	“ “ 11x17	* 500 sheets		
26.	“ “ 8.25x14	* 500 sheets		
27.	Copy, Duplex B&W, 8x11	* 500 sheets		
28.	“ “ 11x17	* 500 sheets		
29.	“ “ 8.25x14	* 500 sheets		
30.	Copy, Duplex 1 Color 8x11	* 500 sheets		
31.	“ “ 11x17	* 500 sheets		
32.	“ “ 8.25x14	* 500 sheets		
33.	Copy, Duplex 2 Color 8x11	* 500 sheets		
34.	“ “ 11x17	* 500 sheets		
35.	“ “ 8.25x14	* 500 sheets		
36.	Copy, Duplex 3 Color 8x11	* 500 sheets		
37.	“ “ 11x17	* 500 sheets		
38.	“ “ 8.25x14	* 500 sheets		
39.	Copy, Duplex 4 Color 8x11	* 500 sheets		
40.	“ “ 11x17	* 500 sheets		
41.	“ “ 8.25x14	* 500 sheets		

- Quote Copy Prices in Quantity Discount Amounts: Per 500

PART 2 – ENVELOPES, PAPER STOCK (INCLUDING NCR) TO BE PROVIDED BY THE CITY (Include Minimum run Quantity per Job)

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UNIT PRICE (\$) UPCHARGE FOR RUSH, AFTER HOURS (5 PM), WEEKEND OR EMERGENCY SERVICE
001	40,000	Envelopes, window, white, no. 10 24 lb. 30% post consumer Black and PMS color soy based inks			
002	30,000	Envelopes, regular, white, no. 10 24 lb. 30% post consumer Black and PMS color soy based inks			
003	20,000	Stationery, white, 8 ½ " x 11" 24 lb. 100% recycled chlorine free Black and PMS color soy based inks			
004	10,000	NCR Forms, 2 part 8 ½" x 11" Black soy based ink			
005	20,000	NCR Forms, 3 part 8 ½" x 11" Black soy based ink			
006	5,000	NCR Forms, 4 part 8 ½" x 11" Black soy based ink			
007	20,000	Non – NCR Forms 8 1/2 " x 11", white stock 20 lb. bond, 30% post consumer Black or PMS color soy based inks			

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UNIT PRICE (\$) UPCHARGE FOR RUSH, AFTER HOURS (5 PM), WEEKEND OR EMERGENCY SERVICE
008	15,000	Non – NCR Forms 8 1/2 " x 11", white stock 20 lb. bond, 30% post consumer Black or PMS color soy based inks			
009	100,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 11" 60 lb. white, letter fold			
010	10,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 11" 90 lb. white, letter fold			
011	5,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 11" 110 lb. white, Z-fold			
012	10,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 11" 60 lb. color, letter fold			

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UNIT PRICE (\$) UPCHARGE FOR RUSH, AFTER HOURS (5 PM), WEEKEND OR EMERGENCY SERVICE
012A	10,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 11" 60 lb. Two color, letter fold Three color Four color			
013	5,000	Brochures/ programs 30% post consumer Black or PMS color soy based inks 8 1/2" x 11" 90 lb. color			
013A	5,000	Brochures/ programs 30% post consumer Black or PMS color soy based inks 8 1/2" x 11" 90 lb. Two color Three Color Four color			
014	10,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks Z-fold 8 1/2" x 14" 60 lb. white			

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UNIT PRICE (\$) UPCHARGE FOR RUSH, AFTER HOURS (5 PM), WEEKEND OR EMERGENCY SERVICE
015	10,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 14" 60 lb. color, Z-fold			
015A	10,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 14" 60 lb., Z-fold Two Color Three color Four Color			
016	10,000	Brochures/ programs 30% post consumer Black or PMS color soy based inks 11" x 17" 60 lb. white			
017	5,000	Brochures/ programs 30% post consumer Black or PMS color soy based inks 11" x 17" 90 lb. color			
017A	5,000	Brochures/ programs 30% post consumer Black or PMS color soy based inks 11" x 17" 90 lb. Two color			

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UNIT PRICE (\$) UPCHARGE FOR RUSH, AFTER HOURS (5 PM), WEEKEND OR EMERGENCY SERVICE
		Three Color			
		Four color			
		TOTAL	\$		\$

PART 3 – ENVELOPES, PAPER STOCK (INCLUDING NCR) TO BE PROVIDED BY VENDOR (include all applicable charges in unit price) Indicate Minimum Quantity Runs Per Job

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UPCHARGE RATE (\$) FOR RUSH, AFTER HOURS, WEEKEND OR EMERGENCY SERVICE
001	40,000	Envelopes, window, white, no. 10 24 lb. 30% post consumer Black and PMS color soy based inks			
002	30,000	Envelopes, regular, white, no. 10 24 lb. 30% post consumer Black and PMS color soy based inks			
003	20,000	Stationery, white, 8 ½ " x 11" 24 lb. 100% recycled chlorine free Black and PMS color soy based inks			

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UPCHARGE RATE (\$) FOR RUSH, AFTER HOURS, WEEKEND OR EMERGENCY SERVICE
004	10,000	NCR Forms, 2 part 8 1/2" x 11" Black soy based ink			
005	20,000	NCR Forms, 3 part 8 1/2" x 11" Black soy based ink			
006	5,000	NCR Forms, 4 part 8 1/2" x 11" Black soy based ink			
007	20,000	Non – NCR Forms 8 1/2 " x 11", white stock 20 lb. bond, 30% post consumer Black or PMS color soy based inks			
008	15,000	Non – NCR Forms 8 1/2 " x 11", white stock 20 lb. bond, 30% post consumer Black or PMS color soy based inks			
009	100,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 11" 60 lb. white, letter fold			
010	10,000	Brochures/ programs 30% post consumer Machine folding			

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UPCHARGE RATE (\$) FOR RUSH, AFTER HOURS, WEEKEND OR EMERGENCY SERVICE
		Black or PMS color soy based inks 8 1/2" x 11" 90 lb. white, letter fold			
011	5,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 11" 110 lb. white, Z-fold			
012	10,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 11" 60 lb. color, letter fold			
012A	10,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 11" 60 lb. Two Color, letter fold Three Color Four Color			

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UPCHARGE RATE (\$) FOR RUSH, AFTER HOURS, WEEKEND OR EMERGENCY SERVICE
013	5,000	Brochures/ programs 30% post consumer Black or PMS color soy based inks 8 1/2" x 11" 90 lb. color			
013A	5,000	Brochures/ programs 30% post consumer Black or PMS color soy based inks 8 1/2" x 11" 90 lb. color Two color Three Color Four Color			
014	10,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 14" 60 lb. white, Z-fold			
015	10,000	Brochures/ programs 30% post consumer Machine folding Black or PMS color soy based inks 8 1/2" x 14" 60 lb. color, Z-fold			
015A	10,000	Brochures/ programs 30% post consumer Machine folding			

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UPCHARGE RATE (\$) FOR RUSH, AFTER HOURS, WEEKEND OR EMERGENCY SERVICE
		Black or PMS color soy based inks 8 1/2" x 14" 60 lb. Two color, Z-fold Three Color Four Color			
016	10,000	Brochures/ programs 30% post consumer Black or PMS color soy based inks 11" x 17" 60 lb. white			
017	5,000	Brochures/ programs 30% post consumer Black or PMS color soy based inks 11" x 17" 90 lb. color			
017A	5,000	Brochures/ programs 30% post consumer Black or PMS color soy based inks 11" x 17" 90 lb. Two color Three color Four Color			
TOTAL PART 3			\$		\$

PART 4 –UTILITY BILL INSERTS and MISC, (include all applicable charges in unit price) Indicate Minimum Quantity Runs Per Job

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UPCHARGE RATE (\$) FOR RUSH, AFTER HOURS, WEEKEND OR EMERGENCY SERVICE
001	160,000	Utility Bill Inserts 60 lb. 30% post consumer, 11" x 17" One-Color Process-color, 2-sided, cut to size 5.75" x 7.25", bi-fold 1 bill insert, 5x a year, is printed @ 32,000 copies each Delivery for monthly print run is required on the 24th of designated month. City to provide artwork in electronic format.			
002	768,000	Utility Bill Inserts 60 lb. 30% post consumer, 11" x 17" 2-color, 2-sided, cut to size 7 " x 11", letter fold 2 bill inserts are printed each month @ 32,000 copies each insert Delivery for monthly print run is required on the 24th of each month. a) City to provide artwork in electronic format.			

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UPCHARGE RATE (\$) FOR RUSH, AFTER HOURS, WEEKEND OR EMERGENCY SERVICE
03	768,000	Utility Bill Inserts 60 lb. 30% post consumer, 11" x 17" 4-color, 2-sided, cut to size 7 " x 11", letter fold 2 bill inserts are printed each month @ 32,000 copies each insert Delivery for monthly print run is required on the 24th of each month. a) City to provide artwork in electronic format.	\$ \$		
04	768,000	Utility Bill Inserts 60 lb. 30% post consumer, 11" x 17" 1-color, 2-sided, cut to size 7 " x 11", letter fold 2 bill inserts are printed each month @ 32,000 copies each insert Delivery for monthly print run is required on the 24th of each month. a) City to provide artwork in electronic format.	\$ \$		

ITEM	ESTIMATED ANNUAL VOLUME	DIGITAL IMAGING JOB DESCRIPTION	UNIT PRICE STANDARD SERVICE	EXTENDED PRICE STANDARD SERVICE	UPCHARGE RATE (\$) FOR RUSH, AFTER HOURS, WEEKEND OR EMERGENCY SERVICE
05	32,000	<u>Postcard</u> -2 color set up on 8.5x11 inch, finish size is cut to 7 7/8x4 7/8 inch. a) City to provide artwork in electronic format.			
06	32,000	<u>Notepad</u> -1 color set up on 8.5x11 inch, 4-up images, finish size is cut to 4.25x5.5 inch a) City to provide artwork in electronic format.			
07	32,000	<u>Brochure</u> -3 color for 8.5x11 inch, 2 fold piece, finish size is 3.75x8.5 inch a) City to provide artwork in electronic format.			
08	32,000	<u>Brochure</u> - 4 color for 8.5x11 inch, 2 fold piece, finish size is 3.75x8.5 inch a) City to provide artwork in electronic format.			
09	32,000	<u>Multifold piece</u> - 4 color for 9 1/16 x11 3/16 cut size, 5 fold, finish pocket piece is 2 5/16x3.75 inch a) City to provide artwork in electronic format.			
TOTAL PART 4			\$		\$

Name of Firm: _____

Signature(s):

_____/_____
Signature) (Signature)

_____/_____
(Print name) (Print name)

**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 AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	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	AUTOMOBILE LIABILITY, INCLUDING ALL 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	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: CONTRACTOR, 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 CONTRACTOR AND ITS SUBVENDORS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

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

IV. INSURANCE COVERAGE MUST INCLUDE:

- D. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- E. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- F. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

D. 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 INSUREDS.

E. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS 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.

F. NOTICE OF CANCELLATION

3. 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.
4. 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.

NOTICES SHALL BE MAILED TO:

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

ATTACHMENT I

SAMPLES

**(CONTACT PURCHASING DEPARTMENT
AT 650-329-2271 FOR SAMPLE PACKET)**