



**PUBLIC WORKS DEPARTMENT
REGIONAL WATER QUALITY CONTROL PLANT**

**REQUEST FOR PROPOSAL (RFP) NUMBER 141079
FOR PROFESSIONAL SERVICES**

**IMPLEMENTATION OF LABORATORY INFORMATION
MANAGEMENT SYSTEM**

Pre-proposal Meeting:

**10:00 A.M., WEDNESDAY,
MAY 18, 2011**

RFP submittal deadline:

**3:00 P.M. TUESDAY
June 7, 2011**

Buyer:

Saira.cardoza@cityofpaloalto.org

**SAIRA CARDOZA
650-329-2327**

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

**REQUEST FOR PROPOSAL (RFP) NO.141079
FOR PROFESSIONAL SERVICES**

IMPLEMENTATION OF LABORATORY INFORMATION MANAGEMENT SYSTEM

1. INTRODUCTION

The City of Palo Alto is seeking proposals from qualified firms to provide professional services to develop and implement an integrated Laboratory Information Management System. The required services and performance conditions are described in Attachment "B".

2. ATTACHMENTS

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

- Attachment A – Proposer's Information Form*
- Attachment B – Scope of Work/Services
- Attachment C – Sample Agreement for Professional Services
- Attachment D – Qualifications of Firm Relative to City's Needs
- Attachment E – Cost Proposal Format
- Attachment F – Insurance Requirement

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

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Conference

A pre-proposal conference will be held Wednesday, May 18, 2011 at 10:00 a.m. in the Administration Building Conference Room at the Regional Water Quality Control Plant, 2501 Embarcadero Way, Palo Alto. **Note this meeting is mandatory. All prospective Proposers must 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 1:00 p.m., Thursday, May 26, 2011. Correspondence shall be addressed to Saira Cardoza, Buyer, City of Palo Alto, 250 Hamilton Avenue, Palo Alto, CA 94301 or e-mailed to saira.cardoza@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, June 7, 2011. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit **one original and five (5) copies** of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, "**RFP NO. 141079 FOR PROFESSIONAL SERVICES: IMPLEMENTATION OF LABORATORY INFORMATION MANAGEMENT SYSTEM.**" The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged. Please do not submit proposals in plastic binders.

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

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

4. **PROPOSED TENTATIVE TIMELINE**

The tentative RFP timeline is as follows:

RFP Issued	May 5, 2011
Pre-Proposal Meeting	May 18, 2011
Deadline for questions, clarifications	May 26, 2011
Proposals Due	June 7, 2011
Finalist Identified	Week of June 13, 2011

Consultant Interviews	Week of June 27, 2011
Consultant selection and contract preparation	Week of July 11, 2011
Contract awarded	Week of August 8, 2011
Work commences	Week of August 22, 2011

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. Include all other firms participating in the Proposal, including similar information about the firms.

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

5.3 Chapter 3 – Qualifications of the Firm

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

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

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.

5.5 Chapter 5 – Proposed Innovations

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

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 C – “Sample Agreement for Services.” Items not excepted will not be open to later negotiation.

5.8 Chapter 8 – Proposal Costs Sheet and Rates (Optional to provide in separate sealed envelope)

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 Table, Attachment E).

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of 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 fixed fee form of contract. A Sample Agreement of Services is provided as Attachment C. The method of payment to the successful Proposer shall be on a fixed fee 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. Progress payments will be based on a percentage of project completed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment F. 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 F.

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 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 Proposer's 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;
- 7.7 Proposer's prior record of performance with city or others;
- 7.8 Proposer's ability to provide future maintenance, repairs parts and/or services; and
- 7.9 Proposer's compliance with applicable laws, regulations, policies (including city council 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.

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 MATERIALS

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;

11.2 Any attempt to improperly influence any member of the evaluation team;

11.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;

11.4 Evidence of incorrect information submitted as part of the proposal;

11.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and

11.6 Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

12. NON-CONFORMING PROPOSAL

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

13. GRATUITIES

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

14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

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

14.1 Not Applicable

14.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

~ End of Section ~

Attachment A

Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Remit to: _____

Telephone: _____ FAX: _____

Contact person, title, e-mail, telephone and fax number: _____

Telephone: _____ FAX: _____

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**).

Attachment A

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 shall sign as follows:

The undersigned certify that they are:

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: _____

Implement of Laboratory Information Management Scope of Services

1 GENERAL INFORMATION

1.1 Description

The City of Palo Alto Public Works Department is seeking proposals from a firm that can be selected to enter into an Agreement with Palo Alto to develop and implement an integrated Laboratory Information Management System (LIMS) to manage laboratory activities.

1.2 Background

The Palo Alto Regional Water Quality Control Plant (Plant) is a publicly owned treatment works (POTW). Palo Alto serves as owner, operator, and administrator for the Plant on behalf of Palo Alto and neighboring communities. The plant treats approximately 20 million gallons per day of wastewater, produces recycled water, and regulates area industries per federal pretreatment regulations. General information about the plant can be found on the city website (<http://www.cityofpaloalto.org/depts/pwd/rwqcp.asp>). An onsite environmental laboratory (lab) provides analytical services for the Plant. The lab is accredited for reporting environmental data by the California Department of Public Health.

The lab analyzes wastewater, recycled water, sewage sludge, incinerator ash, and drinking water samples. The lab staff perform about 14,000 tests onsite and through contract labs each year. Samples are tested for compliance purposes according to regulatory requirements. Water samples are also collected and analyzed throughout the various stages of the treatment process to give the Plant operators quick feedback on the efficiency and condition of the process. Lab staff also tests water samples collected by source control inspectors, who monitor wastewater at industrial facilities, and by environmental enforcement inspectors, who monitor stormwater runoff. Drinking water samples are tested for the City of Palo Alto Utilities Department.

An eight-member lab staff team works five days per week during business hours and with some limited work during weekends and holidays, as necessary, to provide these services. The Lab primarily performs tests in the area of microbiology, toxicology, trace metal, organic, inorganic, and general chemistry.

Currently, the Lab utilizes a custom LIMS application to manage the data and activities relating to these tests. This application is built on Paradox for DOS and Quattro Pro. See Section 2.2.2 for descriptions. The goal of this RFP is to acquire a new Laboratory Information Management System (LIMS) to replace the aforementioned systems with expanded capabilities in bench automation, data systems interface, result validations, and approval automation. The RFP also seeks data migration services and customization services, as required. A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications.

1.3 Minimum Qualifications and Requirements

Proposals that do not meet the following minimum requirements shall be deemed non-responsive and will not be considered:

- At least five years of proven experience developing and implementing integrated Laboratory Information Management Systems (LIMS) to manage laboratory activities for environmental labs.
- Must demonstrate the ability to implement a fully functional LIMS system meeting all specifications within nine months after authorization to proceed.

1.4 Deliverable

Must implement a fully functional LIMS system meeting all specifications within nine months after authorization to proceed.

2.0 SPECIFICATIONS & REQUIREMENTS

NOTE: Where the word “shall” or “required” appears, proposers may not take an exception.

NOTE: Where the term "Contractor" is used, the description denotes the responsibilities of the selected Proposer, once an agreement is completed. Where the term "Proposer" is used, the description denotes expectations of the respondents to this RFP as part of their proposal.

2.1 Project Specifications

2.1.1 Project Management

- Contractor shall manage project to provide and implement LIMS per deliverable schedule in Section 1.5.
- Contractor shall submit a project plan, processes for tracking project status, a change control procedure, and an initial project schedule in a critical path format.
- Contractor shall submit periodic reports (at least monthly). These reports are to include incremental work completed, work scheduled for the next period, and an updated project schedule.
- Contractor shall outline resource requirements from the City.
- With the exception of section 2.1.9, it is expected that a fully functional LIMS meeting all requirements shall be installed and operational according to the deliverable schedule in Section 1.5

2.1.2 System Development

Contractor shall provide and/or develop a data management system (LIMS) that meets the system requirements as detailed in Section 2.0 and the functional requirements as detailed in Attachment A.

2.1.3 System Implementation, Testing, and Validation

- Contractor shall be responsible for implementation and testing of LIMS.
- Contractor shall propose phases for developing LIMS. For example, each phase could relate to a functional area.
- Contractor shall test each phase prior to implementation at the City site and supply City with test reports. Each report will contain a list of features, in the phase, that have passed testing. Each phase will then be implemented at the City site, tested, and validated by the City QC team.
- Contractor shall provide a server and a backup server for production implementation. That same server should be made available for the testing phases.

2.1.4 Migration

- Contractor shall perform the migration of data from existing systems to LIMS.
- Migration shall include existing data from Paradox, Quattro Pro, and miscellaneous MS Excel and MS Access files. These databases are described in section 2.2.2 and will be provided to the selected Contractor. These data shall be flagged within the LIMS database as migrated data.
- The migration of data from the current systems shall not impact availability and operation of the current systems.

2.1.5 Final System Testing

Contractor shall provide a Testing Plan for final system testing. The City QC team will perform final system testing and validation.

2.1.6 Training

- Contractor shall provide training on the LIMS. Contractor may elect to use the City's training center located onsite; the center includes a classroom that accommodates 12 people and a computer lab that accommodates 11 people.
- Contractor shall provide a training plan, which shall be subject to approval by the City, to meet the requirements of this section. Training shall consist of a minimum of lectures and hands on labs.
- Contractor shall provide training for three persons to be fully trained as System Administrators with complete understanding of all system capabilities and functionalities. Each person should be able to manipulate the system fully. System Administrators must be able to add/delete users and roles, specify security levels, backup and restore data, and make changes to the application functionality including adding/editing forms, reports, business rules, workflow, etc. If training is held off-site, costs for travel & accommodations will be the responsibility of the Contractor.
- Contractor shall provide training for six persons from the Laboratory to be fully trained on the LIMS software. These two Laboratory staff members shall be regarded as "power users" and shall be trained to add/delete users and roles, specify security levels, create

new report forms, all other features of the LIMS software. If training is held off-site, costs for travel & accommodations will be the responsibility of the Contractor.

- Contractor shall provide on-site training for five guest users (Torke, Eggleston, Allen, Wetzel, Mehdi).

2.1.7 Custom Programming

Customization, herein, is defined as any ***additional compiled codes*** (beyond the core product) specifically developed to meet the requirements of this RFP; whereas, configuration is defined as textual settings of parameters and/or readable scripts.

In the interest of protecting the City's investment in a LIMS, the preferred LIMS should meet all functional requirements as specified in this RFP through configuration rather than customization. However, should there be customized codes; the Contractor shall have one of two options as follows:

- Customized codes shall be rolled up to all future versions and become part of the core product.
- Customized codes not rolled up to all future versions shall be solely owned by the City. Contractor shall deliver all custom developed source code and program products to the City. Customization shall not interfere with future upgrades to the core system.

2.1.8 Documentation

Contractor shall provide documentation relating to the new system including:

- Database design – Including at a minimum:
 - o Data Dictionary
 - o Indexes
 - o Views
 - o Stored Procedures
 - o Triggers
 - o Packages
- Entity – Relationship Diagrams
- Application specifications – Including at a minimum:
 - o Development Language
 - o Development Platform
 - o Server Requirements
 - o Architectural Design
 - o 3rd Party Modules (if any)
- User Manual
- Online Help – context sensitive and searchable
- Administration Manual
- All programming code documented
- Documentation of calculations and formulas developed and used
- Documentation for all external interfaces

- Documentation on all commercial-off-the-shelf applications/controls/frameworks/etc. used.
- Backup & Recovery Procedures

2.1.9 Maintenance

Contractor shall provide a three-year maintenance plan that will include as needed on-site technical support, phone support, and email support. Contractor shall provide software updates including installation and training, troubleshooting and help with any recovery operations at no additional cost to the City during the maintenance period.

2.2 System Requirements

2.2.1 Technical Requirements

- LIMS client shall be a standard Windows desktop application.
- LIMS Database shall be Oracle (version 10g Release 2). The City is responsible for all licensing costs for Oracle database software.
- Database server shall run on a Windows server. Proposer shall submit, with their proposal, minimum server requirements to be provided by City.
- LIMS shall be compatible with current network configuration. The network environment is primarily TCP/IP. Equipment provides network core, remote access, and network LAN and WAN connectivity.
- LIMS shall be compatible with current desktop configuration. All desktop computers will be running Windows 7.
- LIMS shall support Microsoft Internet Explorer 8 and higher, if an internet browser is utilized.
- LIMS shall support Microsoft Office 2010 and higher, if using desktop applications

2.2.2 Current Software Applications

LIMS shall replace the following databases and other systems used by Lab staff:

2.2.2.1 Paradox LIMS

This application is a customized relational database system using Borland's Paradox for DOS version 4.5. It was created by Glenn I. Ouchi in 1992. It currently occupies 1.14GB of space on a file server for both programs and data. The system serves 8 users and 8 workstations in the lab. There are three levels of approval (lab analyst, Senior Chemist, and Lab Manager) for approving data and bench worksheets.

It handles the following tasks:

- Scheduling for routine process samples,
- Sample Check-ins for wastewater process samples, and ECD compliance samples,
- Data entry and test result calculations using bench worksheets forms. The bench worksheets are grouped in the following categories: Wet Chemistry (NH₃, BOD...), Gravimetric, Colorimetric, Metals, Organics, Bioassay, and Microbiology.

Attachment B

- Data transfers into and out of the environmental compliance database, and into the wastewater operations database.
- Data transfers with two instruments: ICP_MS, and an analytical balance.
- Log in bottles and their disposal or storage after testing.
- Handle a simple email system.
- Print status reports, and routine informational reports.
- Maintain a standards preparation log.
- Within the Paradox database, sample, tests, worksheet data tables can be queried.

2.2.2.2 QuatroPro worksheets

QuatroPro for DOS integrated easy with Paradox for DOS for ease of moving data to and from fish bioassay worksheets, and scheduling of routine process samples to LIMS.

2.2.2.3 Excel worksheets

MS Excel worksheets are used for un-ionized ammonia calculations, median calculations, QC/QA precision and accuracy charting of queried lab data, fish reference toxicity test calculations, MDL calculations, auto pipette calibrations, annual summary reports, outside contract lab result submissions, storage room and chemical inventory, and summary reports to others.

2.2.2.4 Other electronic systems

There are numerous Excel workbooks, Word documents, and some other Access 97 databases in use by staff that require replacement.

2.2.2.5 Manual systems

Manual systems are employed for logging information, generating drafts of documents, tracking status, and gathering data.

2.2.3 Reliability & Availability

- LIMS shall be available for use 24 hours per day, 7 days per week, and 365 days per year.
- Any maintenance or backup shall not affect the availability or operation of the system.

2.2.4 Performance

LIMS shall accommodate up to 10 *“read-write”* users and 10 *“read-only”* users on the system at any one time. LIMS instruments shall not be classified as *“read-write”* users.

2.2.5 Estimated LAB Metrics

Measure	#
# of Samples per month	200
# of Laboratory users	8
# of Customers	3
# of Environmental Projects	5
# of Instrument Types	7

2.2.6 User Interface Requirements

- User shall see only functionality that coincides with their access rights. The user shall never get an error message that denies access to a feature after invoking it; rather, the feature will not be visible.
- User shall be able to access context sensitive and searchable online help.
- User shall *not* see modal error messages that require them to confirm to proceed except in the case of application failure.

2.2.7 Interfaces

2.2.7.1 Environmental Compliance Data Management System (H2ODMS)

- H2ODMS is custom pretreatment software based on MSAccess and Oracle 10g.
- LIMS shall be able to accept information electronically from H2ODMS necessary to log samples.
- LIMS shall be able to provide sample status and location information electronically to H2ODMS.
- LIMS shall provide approved laboratory analysis results electronically to H2ODMS data interchange tables.

2.2.7.2 SCADA VIEW

SCADA View is a custom software that uses Microsoft C# programming with Oracle 10g as backend database. The new LIMS must be able to communicate to the database through Oracle Database Provider (ODP).

2.2.7.3 Contract Lab

The Lab contracts work to private laboratories for tests not commonly performed in-house or when workload dictates. These private laboratories can provide test results in delimited ASCII or MSExcel spreadsheet.. LIMS shall be able to accept these electronic formats and update its database accordingly.

2.3 Application Requirements

2.3.1 Functional Requirements Response Form

Refer to Exhibit A (Functional Requirements Response Form) for functional requirements and instructions for responding. For each requirement listed, Proposer shall use the Response Index provided to indicate how each requirement will be met. The Proposer must meet all functional requirements with High priority.

Exhibit A
APPLICATION REQUIREMENTS RESPONSE FORM

For each requirement listed below, Proposer shall use the Response Index provided to indicate how each requirement will be met. The Proposer must meet all functional requirements with High priority.

Response Index

1. Requirement met by commercial-off-the-shelf (COTS) software package. Can be demonstrated at an installed production site.
2. Requirement will be met by configuration of the existing COTS package.
3. Requirement will be met by customization of the existing COTS package (See 2.17 Custom Programming).
4. Requirement cannot be met by Proposer.

Priorities

The following scale prioritizes the required features.

Priority	Meaning
High	A mission-critical requirement; required for the proposed LIMS
Medium	Supports necessary system operations; not required, but desirable
Low	A functional or quality enhancement

APPLICATION REQUIREMENTS RESPONSE FORM			
ID	Requirement	Priority	Response
A. Sample Log-In			
A1	Application shall accept samples from various methods of submittal including paper submittals (manual entry) and computerized submittal (3rd party application).	High	
A2	Application shall assign all samples a unique sample identification.	High	

Attachment B

A3	Application shall generate barcode labels to allow tracking and documentation of the sample location throughout its life cycle with the use of a barcode reader.	Low		
A4	Application shall generate barcode labels that are user defined.	Low		
A5	Application shall able generate a chain-of-custody report as needed.	High		
A6	Application shall implement configurable templates for sample log in. Templates shall include, but not be limited to, pre-treatment, holding time, charge code, project code, and program code.	High		
A7	Application shall allow pre-logged or auto-logged samples not received to be removed from the system.	High		
A8	Application shall allow for the simultaneous login of different samples at more than one workstation.	High		
A9	Application shall allow for multiple sample (batch samples) login.	High		
A10	Application shall allow storing of comments for a sample.	High		
A11	Application shall allow the cancellation of one or all tests on a sample or a group of samples.	High		
A12	Application shall allow for the tracking of project name, client, and collection data.	High		
A13	Application shall allow for manual or automatic assignment of priorities to samples throughout the life of the sample in the system.	High		
A14	Application shall generate a default test parameters and methods for pre-scheduled sample.	High		

Attachment B

A15	Application shall allow for the addition of analysis from an in-house method list and from a vendor method list.	High		
B. Worklisting & Schedule				
B1	Application shall automatically schedule recurring samples.	High		
B2	Application shall automatically generate sample preparation sheets and analysis sheets directly from the sample worklist.	High		
B3	Application shall use a user-defined sample worklist grouped by instrument, analysis, project, matrix, analyst, workgroup, or date.	High		
B4	Application shall assign unique sample batch identification numbers to sample groups for preparation and analysis sheets.	High		
B5	Application shall allow users to flag and/or change work priority of samples on worklists.	High		
B6	Application shall allow users to view results online according to users' rights.	High		
B7	Application shall allow tracking of samples sent for sub-contract analysis.	High		
B8	Application shall allow storing comments associated with an analysis and/or results.	High		
B9	Application shall allow users to re-order/rearrange/update work list data. (should be flexible for planning work loads).	High		
B10	Application shall allow for workload and personnel scheduling.	Medium		
B11	Application should include a sample and test scheduler with daily, weekly, monthly, quarterly, semi-annually, yearly views.	High		
C. Sample Tracking & Inquiry				

Attachment B

C1	Application shall allow reporting of sample status.	High		
C2	Application shall have configurable status fields to indicate sample status.	High		
C3	Application shall have auto-notification to users based on a set of configurable criteria including, but not necessarily limited to, sample receipt notices, limits exceedance notification, and QA/QC outlier notification.	High		
C4	Application shall allow users to query samples by sample ID, customer sample ID, lab section, method, days old, status, vendor lab, project, date received, date completed, collection information, specification status, analyst, batch, or result.	High		
C5	Application shall generate a chain of custody report (A6)	High		
C6	Application shall keep track of sample splitting.	High		
C7	Application shall be to locate samples at any given time - cradle to grave (archive or disposal).	High		
D. Testing				
D1	Application shall be set up to allow instrument data to be either manually or directly uploaded from the instrument to the database.	High		
D2	Application shall flag test results based on user defined parameters such as quality control limits.	High		
D3	SOP's shall be available and maintainable within the application and linkable to a specific analysis.	Medium		
D4	Application shall document sample testing or sample preparation that is repeated or reworked.	High		

Attachment B

D5	Application shall allow results entry by using sample identification number, preparation batch, analysis batch, or project.	High		
D6	Application shall provide enough fields to store all the needed data and be flexible to accommodate future enhancements or data needs	High		
D7	Application shall allow for easily adding new categories of testing as required.	High		
D9	Application shall be set up to interface with analytical balances to generate worklists, upload the data from the balances and perform the associated calculations.	High		
D10	Application shall accept and be able to perform calculations with non-numeric data such as NA, ND, <, and >.	High		
D11	Application shall be to perform limits calculation such as Method Detection Limit(MDL), Report Limit(RL) and dilution factor.	High		
D12	Application shall be able to calculate Data Not Quantifiable(DNQ) value and allow analyst to override the value as needed.	High		
D13	Application shall be set up to calculate results for EPA Method 1631E from instrument raw data (e.g. subtraction of the average blank from samples).	High		
E. QA/QC				
E1	Rounding to user specified number of significant figures using EPA rounding rules shall be available.	High		
E2	Application shall allow all QC samples including replicates and spikes with bench sheet to be automatically scheduled.	High		

Attachment B

E3	Application shall document bench instrument maintenance, performance, and calibration records.	High		
E4	Application shall be set up to chart instrument performance record conditions for the ICP/MS and GC/MS.	High		
E5	Application shall be set up to calculate 'performance based' acceptance concentrations as found in EPA Method 200.7.	High		
E6	Application shall be set up for producing fully automated, on-demand, control charts for each method, including charting blanks, spike recovery, spike-duplicate recovery, relative percent difference between duplicates, control standard recovery, and monthly reference samples.	High		
E7	Application shall be able to alert analyst when result fall out of control limits.	High		
E8	Application shall relate all batch quality assurance and control information to sample test results, instrument, project, analyst, and date.	High		
E9	Application shall have user specified limits (e.g., reporting limits and method detection limits), for every method.	High		
E10	Project specific reporting limits and method detection limits shall be definable by the user.	High		
E11	Application shall include a full featured statistical module with a seamless interface.	High		
E12	Application shall allow user to define quality control precision and percent recovery for each sample.	High		
E13	Application shall provide provision for recording daily QC checks (e.g., analytical balances).	High		
E14	Application shall schedule routine quality assurance activities, (e.g., SOP review).	High		

Attachment B

F. Results Validation & Approval					
F1	Application shall be set up to automatically notify specific personnel of pending approvals and completed test results.	High			
F2	Application shall allow lab results to be entered and stored as text values as well as standard numeric concentrations (e.g., NA, ND, <1).	High			
F3	Application shall keep an audit trail of any changes made to data.	High			
F4	Application shall provide tracking of approval status.	High			
F5	Application shall have approvals tied to an individual's access level or role.	High			
F6	Application shall allow approval by instrument, project analyst, method, sample, batch, and date.	High			
F7	Application shall alert approvers result has exceeded permit level.				
G. Report Generation					
G1	Application shall include a report design module to allow for ad-hoc reports.	High			
G2	Application shall allow for all user-developed reports to be stored and accessible within the application.	High			
G3	Application shall include the following reports and charts configured and set up:	High			
G4	Method count summary report by month and year for each lab group	High			
G5	Method count summary chart by month for each lab group for 12 months	High			
G6	Method count summary by day for each staff member	High			

Attachment B

G7	Pending list or Backlog of work by method for each lab group including the number of days the work has been in the lab or contract lab	High		
G8	Monthly Turn-around Time Charts for 12 months categorized by lab group, project, expenditure code, method, analyst, instrument, and/or customer	High		
G9	Monthly report for NPDES permit formatted for entry into NPDES electronic reporting system	High		
G10	Percent of rework by method	High		
G11	Report of samples to be analyzed and the number of days before the sample hold-time expires	High		
G12	Exception Reports of data falling outside accepted limits	High		
G13	Chain of Custody Reports	High		
G14	Worklists by test and instrument I.D.	High		
G15	Trend charts and reports for projects	High		
G16	Customizable data reports	High		
G17	Application shall have the ability to export all data including quality assurance and control data to spreadsheets.	High		
G18	Application shall automatically notify designated users when all the results for a sample or project are ready for reporting.	High		
G19	Application shall allow flexibility to redesign existing reports.	High		
G20	Application shall generate historic reports with historic data as needed.	High		
H. Archiving & Retrieval				
H1	Application shall have an archiving system.	High		
H2	Archival system shall be capable of storing a minimum of 7 years worth of data.	High		

Attachment B

H3	Application shall be able to store and organize document images	High		
I. Instruments				
I1	Application shall keep records of instrument maintenance and calibration.	High		
I2	Application shall have bi-directional interface for the following instruments and be set up for data transfers:	High		
I3	GC(1) Agilent 7890A	High		
I4	ICP/MS Perkin Elmer ELAN DRC-e	High		
I5	LC	High		
I6	Hg Analyzer	High		
I7	Analytical Balances (2) Mettler	High		
I8	ISE meters (pH, Ammonia, F) Thermo Orion	Medium		
I9	Dissolved Oxygen YSI	Medium		
I10	Dissolved Oxygen Hach	Medium		
I11	Spectrophotometer	High		
J. Regulatory Compliance				
J1	Application shall be in full compliance with the current EPA approved Good Automated Laboratory Practices (GALP).	High		
J2	Application shall keep track permit limits (see F7)	High		
K. Upgradeability & Expandability				
K1	Future upgrades of application shall not impact any configuration or customization of the system.	High		
L. Database				

Attachment B

L1	Database shall be Oracle 10g Release 2 running on WindowsServer2003.	High		
M. Security				
M1	Application shall be configurable to restrict access to features, approvals, and tests based on role, group, and/or user.	High		
M2	Application shall include privileges for read-only, write, execute, and system administration.	High		
M3	System shall include complete documentation of security features.	High		
N. Interface to 3rd Party Software				
N1	Application shall have 2-way interface with any ODBC-compliant programs.	High		
N2	Application shall interface with Oracle Data Provider(ODP) compliant programs.	High		
N3	Application shall be capable of data exchange with Microsoft Office 2003 and higher.	High		
N4	Application shall be able to electronically accept sample results from contract labs. These results files could in comma separated ASCII, XML, XLS.	High		
O. Graphical User Interface				
O1	Application shall have a thin client with standard Windows look and feel.	High		
O2	Application shall only display relevant data to the user based on user's security level and role.	High		
O3	Application shall have comprehensive and searchable on-line help.	High		

Attachment B

O4	Application shall allow remote locations to view sample status query, and sample results query.	Medium		
O5	User shall see only functionality that coincides with their access rights. The user shall never get an error message that denies access to a feature after invoking it; rather, the feature will not be visible or it will be disabled.	Medium		
O6	User shall not see modal error messages that require them to confirm to proceed except in the case of application failure.	Medium		

End of Section

ATTACHMENT C
SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES – RFP141079

CITY OF PALO ALTO CONTRACT NO.

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

FOR PROFESSIONAL SERVICES

This Agreement is entered into on this day of , (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and , a , located at (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

- A. CITY intends to (“Project”) and desires to engage a consultant to in connection with the Project (“Services”).
- B. CONSULTANT 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 CONSULTANT 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. CONSULTANT 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.

☐ **Optional On-Call Provision** (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by the City, as needed, with a Task Order assigned and approved by the City’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a City Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and the City may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

ATTACHMENT C

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through _____ unless terminated earlier pursuant to Section 19 of this Agreement.

OR

The term of this Agreement shall be from the date of its full execution through 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. CONSULTANT 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 Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. 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 CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT 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-1", entitled "HOURLY RATE SCHEDULE," 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". CONSULTANT 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, CONSULTANT 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 CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT 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 CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required

Professional Services
Rev. June 2, 2010

ATTACHMENT C

by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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 CONSULTANT, and any person employed by or contracted with CONSULTANT 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 CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. 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.

☐ **Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the work to

Professional Services
Rev. June 2, 2010

ATTACHMENT C

be performed under this Agreement without the prior written authorization of the city manager or designee.

☐ **Option B: Subcontracts Authorized:** Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

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

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign _____ as the _____ to have supervisory responsibility for the performance, progress, and execution of the Services and _____ as the project _____ to represent CONSULTANT 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. CONSULTANT, 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 CONSULTANT'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. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

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

ATTACHMENT C

SECTION 16. INDEMNITY.

☐[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or 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") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

☐[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT'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.

SECTION 18. INSURANCE.

18.1. CONSULTANT, 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 "D". CONSULTANT 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

ATTACHMENT C

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 CONSULTANT 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, CONSULTANT 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 CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 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 CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT 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, CONSULTANT 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 CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT 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 CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT'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. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

Professional Services
Rev. June 2, 2010

ATTACHMENT C

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.

ATTACHMENT C

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

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT 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. CONSULTANT 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 Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the City's Environmentally Preferred Purchasing policies which are available at the City's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste

ATTACHMENT C

reduction, reuse, recycling and disposal requirements of the City's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, Consultant shall comply with the following zero waste requirements:

- All printed materials provided by Consultant to City generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by the City's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Consultant on behalf of the City shall be purchased in accordance with the City's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Office.
- Reusable/returnable pallets shall be taken back by the Consultant, at no additional cost to the City, for reuse or recycling. Consultant shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. NON-APPROPRIATION

24.1. 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 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 25. MISCELLANEOUS PROVISIONS.

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

25.2. 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.

25.3. 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.

25.4. 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.

ATTACHMENT C

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

25.6. 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.

25.7. 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.

25.8 If, pursuant to this contract with CONSULTANT, City shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

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ATTACHMENT C

25.9 All unchecked boxes do not apply to this agreement.

25.10 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.

CITY OF PALO ALTO

CONSULTANT

City Manager (Required on contracts over \$85,000)

Purchasing Manager (Required on contracts over \$25,000)

Contracts Administrator (Required on contracts under \$25,000)

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Senior Asst. City Attorney
(Required on Contracts over \$25,000)

Attachments:

EXHIBIT "A":	SCOPE OF WORK
EXHIBIT "A-1":	ON CALL TASK ORDER (Optional)
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "C-1":	SCHEDULE OF RATES
EXHIBIT "D":	INSURANCE REQUIREMENTS

Attachment D
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:						
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:						
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:						
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 name, title and phone number.

Attachment E
SAMPLE COST PROPOSAL FORMAT – RFP 141079

(The City is looking for a submittal in this format – content should match cost for scope of services required)

Scope	Labor Categories (e.g., Consultant, Sr. Consultant, etc.)	Est. Hours	Hourly Rate	Extended Rate
Task 1			\$	\$
			\$	\$
			\$	\$
Travel and Living Expenses			\$	\$
TOTAL NOT TO EXCEED, TASK 1			\$	\$
Task 2			\$	\$
			\$	\$
			\$	\$
Travel and Living Expenses			\$	\$
TOTAL NOT TO EXCEED, TASK 2			\$	\$
Task 3			\$	\$
			\$	\$
			\$	\$
Travel and Living Expenses			\$	\$
TOTAL NOT TO EXCEED, TASK 3			\$	\$
TOTAL NOT TO EXCEED (TASKS 1 – 3)			\$	\$

Attachment F
INSURANCE REQUIREMENTS – RFP 141079

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:

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 SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED 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 INSURED"

A. PRIMARY COVERAGE

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

Attachment F
INSURANCE REQUIREMENTS – RFP 141079

B. CROSS LIABILITY

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