



April 9, 2010

The City of Palo Alto, Purchasing and Contract Administration, on behalf of the Utilities Department, Engineering Division, requests a quotation for:

PROJECT TITLE:

Colorado Power Station - Transformer Testing

REQUEST FOR QUOTATION (RFQ) NUMBER 135536

RFQ DUE DATE: TUESDAY, APRIL 27, 2010, 3:00 P.M.

Documents will not be accepted after 3:00 P.M., Tuesday, April 27, 2010

Table of Contents:

SECTION I	Cover Page Request for Quotation and Bidder Required Information (including submittal instructions)*
SECTION II	Insurance Requirements Purchase Order Terms and Conditions Sample Agreement
SECTION III	Specifications and Bidder's Bid Pages*

*Complete, sign and submit forms as instructed in the RFQ. Failure to complete and/or submit these forms may cause rejection of your Bid.

FOR BID DOCUMENTS: CONTACT PURCHASING AND CONTRACT ADMINISTRATION
(650) 329-2271

BIDDER (COMPANY): _____ DATE: _____

(Fill in name on each page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

April 9, 2010

In response to this Request for Quotation (RFQ), the undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the specifications herein referred to; and the Bidder proposes and agrees, if this Bid is accepted, that the Bidder will contract with the City of Palo Alto (City), to provide all necessary materials, and furnish the specified requirements in this RFQ, in the manner herein prescribed and at the prices stated in the Bid.

Project Title

COLORADO POWER STATION – TRANSFORMER TESTING

City of Palo Alto Request for Quotation (RFQ) number:

135536

Quotation Due Date

Quotation acceptance period closes (your quotation must be received by purchasing and contract Administration not later than) 3:00 p.m., Tuesday, April 27, 2010.

Buyer/Contracts Administrator

Carolynn Bissett
Telephone Number: (650) 329-2460

Project Manager

Norm Brown
Telephone Number: (650) 496-6902

Specifications

The specifications or scope of work included have been prepared to describe the standard quality, performance, and other characteristics needed to meet city requirements. The city will accept alternate proposals of a designed material, product, thing, service, "or equal", and will determine if such alternate proposals are satisfactory in meeting a mandatory requirement or specification and if the proposed alternate meets the intent of the original mandatory requirement.

Notwithstanding the foregoing, City may terminate the agreement, with or without cause, by providing ten (10) days written notice.

Contract Award

The contract, if awarded, shall be awarded to the lowest responsive and responsible bidder. The lowest bid shall be the lowest total of the bid prices quoted on the Bid Schedule. This total is being used for the purpose of determining the lowest bid.

Pursuant to Palo Alto Municipal Code Section 2.30.440, a responsible bidder is a bidder determined by the awarding authority:

- (1) To have the ability, capacity, experience and skill to perform the work, or provide the goods and/or services in accordance with the bid specifications;
- (2) To have the ability to perform the contract within the time specified;
- (3) To have the equipment, facilities and resources of such capacity and location and location to enable the bidder to perform the contract;
- (4) To have the ability to provide, as required, future maintenance, repair, parts and service for the use of goods purchased;
- (5) To have a record of satisfactory or better performance under prior contracts with the city or others; and
- (6) To have complied with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the bidder.

F.O.B. Point

Prices shall be F.O.B. Palo Alto, Freight Prepaid. Price shall include all applicable transportation and delivery charges. See Bid Schedule for delivery point.

BIDDER (COMPANY): _____ DATE: _____

(Fill in name on each page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

Submittal of Documents

Submit documents by delivering or mailing to the Manager of Purchasing and Contract Administration (fax responses shall not be accepted). Bidders assume the risk of the method of dispatch chosen:

(Delivery in person or by other carriers)

(US Mail only)

City of Palo Alto
Purchasing and Contract Administration
Mezzanine, Civic Center
250 Hamilton Avenue, MS-MB
Palo Alto, CA 94301

City of Palo Alto
Purchasing and Contract Administration
Mail Stop - MB
PO Box 10250
Palo Alto, CA 94303

Marking instructions

All Bids/Quotations and accompanying documents shall be submitted in a sealed envelope. The outside of the envelope shall be marked, and identified in the manner specified below:

Quotation Enclosed

Project Title: COLORADO POWER STATION – TRANSFORMER TESTING

Bidder/Company name, and return address.

Complete, sign and submit the RFQ/Bidder Information, Nondiscrimination Certification, and Bidder Bid Pages with your quotation. Failure to complete and/or submit these forms may cause rejection of your quotation. All quotations must be submitted on these forms.

Decision to Reject

The City reserves the right to reject any or all quotations, to waive any informalities contained therein, and to select quotations on an item-by-item basis. The City reserves the right to award more than one contract from this solicitation. No quotation may be withdrawn for a period of sixty (60) days following the date of bid opening. The terms and conditions (the provisions) that shall govern any resulting agreement between City and the Lowest Responsible Bidder are contained in this RFQ. No charges of any kind will be allowed unless specifically made part of your quotation and are specified in your response.

Exceptions

To the specifications or requirements issued must be itemized and justified in writing and included with proposals or quotations submitted.

Documentation

Manuals, when applicable, shall be furnished by the Vendor with the shipment or under separate cover.

Taxes

Quotations shall include all applicable federal, state and local taxes, import duties, commissions or other charges.

Bidder Information

Provide the information requested below or indicate “not applicable”, if appropriate:

A. Name and Address of Bidder (Company) – also provide “Remit To” address if different:

Telephone Number: _____

Facsimile number: _____

E-Mail: _____

Website: _____

B. Taxpayer Identification Number: _____, or

Social Security Number if Sole Proprietorship: _____

BIDDER (COMPANY): _____ DATE: _____

(Fill in name on each page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

C. Bidder is a:

- ☐ California Corporation
- ☐ Corporation organized under the laws of the State of _____,
with head offices located at _____,
and offices in California at _____.

- ☐ Limited Liability Company

List name of managing member(s):

- ☐ Sole Proprietorship _____ proprietor.

- ☐ Partnership

- ☐ Limited Liability Partnership

List names of general partners; state which partner or partners are managing partner(s)

- ☐ Other (attach Addendum with explanatory details)

D. Have you (or your firm) previously worked for the City of Palo Alto? ____ Yes, or ____ No (if "Yes", list above, or if necessary, provide information on additional sheets).

E. Contractors license, number/type (if required): _____

F. The Bidder represents that it has not retained a person to solicit or secure a City contract (upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee) except for retention of bona fide employee or bona fide established commercial selling agencies for the purpose of securing business.

G. During the Quotation process there may be changes to the Quotation documents, which would require an issuance of an addendum or addenda. City disclaims any and all liability for loss, or damage to any Bidder who does not receive any addendum issued by City in connection with this RFQ. Any Bidder in submitting a Quotation is deemed to waive any and all claims and demands Bidder may have against City on account of the failure of delivery of any such addendum to Bidder. Any and all addenda issued by City shall be deemed included in this RFQ, and the provisions and instructions therein contained shall be incorporated to any Quotation submitted by Bidder.

To assure that all Bidders have received each addendum, the following acknowledgment and sign-off is required. Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the Bid:

Addendum number(s) received: ☐ 1; ☐ 2; ☐ 3; ☐ 4; ☐ 5; ☐ 6; ☐ 7; ☐ 8; ☐ 9

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

H. The firm and individuals listed below, certify that: they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status,

BIDDER (COMPANY): _____ DATE: _____

(Fill in name on each page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

marital status, familial status, weight or height of such person; and further certify that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment

Signature must be the same signature as appears in *Bidder Bid Pages*:

Officer*

(Signature)

(Printed name of signatory)

(Title of signatory)

Or,

The undersigned certifies that the Bidder is not a corporation, and is not subject to the requirements of California Corporations code, and hereby agrees to, and accepts the terms and conditions of this RFQ.

(Signature)

(Printed name of signatory)

(Title of signatory)

INSURANCE REQUIREMENTS**SECTION II**

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
	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 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 CERTIFICATES(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 CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.
 - B. CROSS LIABILITY

INSURANCE REQUIREMENTS

SECTION II

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.

ACCEPTANCE. THIS AGREEMENT IS LIMITED TO THE CITY'S STANDARD TERMS AND CONDITIONS HEREOF WHICH INCLUDES ANY EXHIBITS REFERENCED.

GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

INTEREST OF CONTRACTOR. IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS NOT A CONTRACT OF EMPLOYMENT IN THE SENSE THAT THE RELATION OF MASTER AND SERVANT EXISTS BETWEEN THE CITY AND UNDERSIGNED. AT ALL TIMES **CONTRACTOR** SHALL BE DEEMED TO BE AN INDEPENDENT CONTRACTOR AND **CONTRACTOR** AND **CONTRACTOR** IS NOT AUTHORIZED TO BIND CITY TO ANY CONTRACTS OR OTHER OBLIGATIONS. IN EXECUTING THIS AGREEMENT, **CONTRACTOR** CERTIFIES THAT NO ONE WHO HAS OR WILL HAVE ANY FINANCIAL INTEREST UNDER THIS AGREEMENT IS AN OFFICER OR EMPLOYEE OF CITY.

INSURANCE. **CONTRACTOR** AGREES TO PROVIDE THE INSURANCE SPECIFIED IN THE "INSURANCE REQUIREMENTS" FORM ISSUED HERewith. IN THE EVENT SELLER IS UNABLE TO SECURE A POLICY ENDORSEMENT NAMING THE CITY OF PALO ALTO AS AN ADDITIONAL INSURED UNDER ANY COMPREHENSIVE GENERAL LIABILITY OR COMPREHENSIVE AUTOMOBILE POLICY OR POLICIES. **CONTRACTOR** SHALL AT A MINIMUM, AND ONLY WITH THE WRITTEN APPROVAL OF CITY'S RISK MANAGER OR DESIGNEE, CAUSE EACH SUCH INSURANCE POLICY OBTAINED BY IT TO CONTAIN AN ENDORSEMENT PROVIDING THAT THE INSURER WAIVES ALL RIGHT OF RECOVERY BY WAY OF SUBROGATION AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES IN CONNECTION WITH ANY DAMAGE, CLAIM, LIABILITY PERSONAL INJURY, OR WRONGFUL DEATH COVERED BY ANY SUCH POLICY. EACH SUCH POLICY OBTAINED BY **CONTRACTOR** SHALL CONTAIN AN ENDORSEMENT REQUIRING THIRTY (30) DAYS WRITTEN NOTICE FROM THE INSURER TO CITY BEFORE CANCELLATION OR CHANGE IN THE COVERAGE, SCOPE OR AMOUNT OF SUCH POLICY.

CONTRACTOR SHALL PROVIDE CERTIFICATES OF SUCH POLICIES OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO CITY'S RISK MANAGER, TOGETHER WITH EVIDENCE OF PAYMENT OF PREMIUMS, TO CITY AT THE COMMENCEMENT OF THIS AGREEMENT, AND ON RENEWAL OF THE POLICY, OR POLICIES, NOT LATER THAN TWENTY (20) DAYS BEFORE EXPIRATION OF THE TERMS OF ANY SUCH POLICY.

TERMINATION. THIS AGREEMENT MAY BE TERMINATED BY CITY UPON TEN (10) DAYS WRITTEN NOTICE TO **CONTRACTOR**. MONIES THEN OWING BASED UPON WORK SATISFACTORILY ACCOMPLISHED SHALL BE PAID TO **CONTRACTOR**.

CHANGES. THIS AGREEMENT SHALL NOT BE ASSIGNED OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF THE CITY. NO CHANGES OR VARIATIONS OF ANY KIND ARE AUTHORIZED WITHOUT THE WRITTEN CONSENT OF THE CITY'S PURCHASING MANAGER.

AUDITS. **CONTRACTOR** AGREES TO PERMIT CITY TO AUDIT, AT ANY REASONABLE TIME DURING THE TERM OF THIS AGREEMENT AND FOR THREE (3) YEARS THEREAFTER, **CONTRACTOR'S** RECORDS PERTAINING TO MATTERS COVERED BY THIS AGREEMENT. **CONTRACTOR** FURTHER AGREES TO MAINTAIN SUCH RECORDS FOR AT LEAST THREE (3) YEARS AFTER THE TERM OF THIS AGREEMENT.

NO IMPLIED WAIVER. NO PAYMENT, PARTIAL PAYMENT, ACCEPTANCE, OR PARTIAL ACCEPTANCE BY CITY SHALL OPERATE AS A WAIVER ON THE PART OF CITY OF ANY OF ITS RIGHTS UNDER THIS AGREEMENT.

CITY'S PROPERTY. TITLE TO CITY'S PROPERTY FURNISHED TO **CONTRACTOR** SHALL REMAIN IN THE CITY. **CONTRACTOR** SHALL NOT ALTER OR USE PROPERTY FOR ANY PURPOSE, OTHER THAN THAT SPECIFIED BY CITY, OR FOR ANY OTHER PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. **CONTRACTOR** SHALL STORE, PROTECT, PRESERVE, REPAIR AND MAINTAIN SUCH PROPERTY IN ACCORDANCE WITH SOUND PROFESSIONAL PRACTICE, ALL AT **CONTRACTOR'S** EXPENSE.

NON-DISCRIMINATION. NO DISCRIMINATION SHALL BE MADE IN THE EMPLOYMENT OF PERSONS UNDER THIS AGREEMENT BECAUSE OF THE RACE, COLOR, NATIONAL ORIGIN, AGE, ANCESTRY, RELIGION, OR SEX OF SUCH PERSON.

WARRANTY. **CONTRACTOR** EXPRESSLY WARRANTS THAT ALL MATERIALS AND SERVICES COVERED BY THIS AGREEMENT SHALL CONFORM TO THE SPECIFICATIONS, REQUIREMENTS, INSTRUCTIONS, OR OTHER DESCRIPTIONS UPON WHICH THIS AGREEMENT IS BASED. SHALL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, OF GOOD MATERIAL AND WORKMANSHIP AND FREE FROM DEFECT AND THAT MATERIALS AND SERVICE OF **CONTRACTOR'S** DESIGN WILL BE FREE FROM DEFECT IN DESIGN, INSPECTION, TEST, ACCEPTANCE, PAYMENT OR USE OF THE GOODS FURNISHED HEREUNDER SHALL NOT AFFECT THE **CONTRACTOR'S** OBLIGATION UNDER THIS WARRANTY, AND SUCH WARRANTIES SHALL SURVIVE INSPECTION, TEST ACCEPTANCE AND USE. **CONTRACTOR** AGREES TO REPLACE, RESTORE, OR CORRECT DEFECTS OF ANY MATERIALS OR SERVICES NOT CONFORMING TO THE FOREGOING WARRANTY PROMPTLY, WITHOUT EXPENSE TO CITY, WHEN NOTIFIED OF SUCH NONCONFORMITY BY CITY. IN THE EVENT OF FAILURE BY **CONTRACTOR** TO CORRECT DEFECTS IN OR REPLACE NONCONFORMING GOOD OR SERVICES PROMPTLY. CITY, AFTER REASONABLE NOTICE TO **CONTRACTOR**, MAY MAKE SUCH CORRECTIONS OR REPLACE SUCH MATERIALS OR SERVICES AND CHARGE **CONTRACTOR** FOR THE COST INCURRED BY THE CITY THEREBY.

WORKERS' COMPENSATION. **CONTRACTOR**, BY EXECUTING THIS AGREEMENT, CERTIFIES THAT IT IS AWARE OF THE PROVISION OF THE LABOR CODE OF THE STATE OF CALIFORNIA WHICH REQUIRE EVERY EMPLOYER TO BE INSURED AGAINST LIABILITY FOR WORKERS' COMPENSATION OR TO UNDERTAKE SELF-INSURANCE IN ACCORDANCE WITH THE PROVISION OF THAT CODE, AND CERTIFIES THAT IT WILL COMPLY WITH SUCH PROVISIONS BEFORE COMMENCING THE PERFORMANCE OF THE WORK OF THIS AGREEMENT.

PRICE TERMS.

(a) **EXTRA CHARGES, INVOICES AND PAYMENT.** NO EXTRA CHARGES OF ANY KIND WILL BE ALLOWED UNLESS SPECIFICALLY AGREED TO IN WRITING BY CITY.; ALL STATE AND FEDERAL EXCISE, SALES, AND USE TAXES SHALL BE STATED SEPARATELY ON THE INVOICES.

(b) **TRANSPORTATION CHARGES.** ANY TRANSPORTATION CHARGES WITH RESPECT TO WHICH **CONTRACTOR** IS ENTITLED TO RECEIVE REIMBURSEMENT SHALL BE ADDED TO **CONTRACTOR'S** INVOICE AS A SEPARATE ITEM, WITH THE RECEIPTED FREIGHT BILL ATTACHED THERETO.

(c) **CONTRACTOR WARRANTS** THAT THE PRICES FOR MATERIALS OR SERVICES SOLD TO CITY UNDER THIS AGREEMENT ARE NOT LESS FAVORABLE THAN THOSE CURRENTLY EXTENDED TO ANY OTHER CUSTOMERS OF THE SAME OR LIKE ARTICLES OR SERVICES IN EQUAL OR LESS QUANTITIES. IN EVENT **CONTRACTOR** REDUCES ITS PRICE FOR SUCH MATERIALS OR SERVICES DURING THE TERM OF THIS AGREEMENT, **CONTRACTOR** AGREES TO REDUCE THE PRICES OR RATES HEREOF CORRESPONDINGLY.

SCHEDULES OR DELIVERY. TIME IS OF THE ESSENCE OF THIS AGREEMENT. **CONTRACTOR** AGREES TO COMPLY WITH THE SPECIFIC SCHEDULE PROVIDED BY THE CITY OR AGREED UPON HEREIN WITHOUT DELAY AND WITHOUT ANTICIPATING CITY'S REQUIREMENTS. **CONTRACTOR** ALSO AGREES NOT TO MAKE MATERIAL COMMITMENTS OR SCHEDULING ARRANGEMENTS IN EXCESS OF THE REQUIRED AMOUNT OR IN ADVANCE OF THE TIME NECESSARY TO MEET THE SCHEDULE(S) OF THIS AGREEMENT, IF ANY.

TRANSPORTATION, PACKAGING & LABELING. ALL MATERIALS OR SERVICES ARE TO BE PROVIDED (a) F.O.B. PALO ALTO UNLESS OTHERWISE SPECIFIED; (b) WITH A PACKING LIST ENCLOSED IN CARTONS, WHICH INDICATE THE AGREEMENT NUMBER, EXACT QUANTITY AND DESCRIPTIONS, CONCERNING ANY MATERIAL SHIPMENTS; (c) AND COMPLY WITH CURRENT PACKAGING AND LABELING REQUIREMENTS PRESCRIBED BY D.O.T.

CITY OF PALO ALTO CONTRACT NO.

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the _____ day of _____, by and between the CITY OF PALO ALTO, a California Chartered Municipal Corporation ("CITY"), and _____, a _____, located at _____, Telephone Number: _____ ("CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. **SERVICES.** CONTRACTOR shall provide or furnish the services ("Services") described in the Scope of Services, attached as Exhibit A.
2. **EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:
 - ☐ "A" - Scope of Services
 - ☐ "B" - Schedule of Performance
 - ☐ "C" - Compensation
 - ☐ "D" - Insurance Requirements
 - ☐ "E" - Performance and/or Payment Bond
 - ☐ "F" - Liquidated Damages

CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.

3. **TERM.**
The term of this Agreement is from _____ to _____ inclusive, subject to the provisions of subsection 3.(b) and Section Q and V of the General Terms and Conditions.
4. **SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached as Exhibit B. Time is of the essence in this Agreement.
5. **COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not to exceed compensation for the full performance of the Services and reimbursable expenses, if any:
 - ☐ The total maximum lump sum compensation of _____ dollars (\$)); OR
 - ☐ The sum of _____ dollars (\$) per hour, not to exceed a total maximum compensation amount of _____ dollars (\$)); OR
 - ☐ A sum calculated in accordance with the fee schedule set forth in Exhibit C, not to exceed a total maximum compensation amount of _____ dollars (\$).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- ☐ The City has set aside the sum of _____ dollars (\$) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such

services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

☐ CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**

☐ CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

- 7. INVOICING.** Send all invoices to the CITY, Attention: Project Manager. The Project Manager is: , Dept.: , Telephone: . Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 6 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.

- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services.
CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- H. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- I. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- J. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- K. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- L. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- M. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described in Exhibit D. Insurance must be provided by companies with a Best's Key rating of A-VII or higher and which are otherwise acceptable to the City's Risk Manager. The City's Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the City's Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to CITY's Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the CITY's Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this

Agreement.

- N. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section M relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. The CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that the CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Contract.
- O. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR 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. CONTRACTOR 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.
- P. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- Q. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY, CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to Contractor's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- R. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of the CITY. No amendments, changes or variations of any kind are authorized without the written consent of the CITY.
- S. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR 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 this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no City Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.
- T. GOVERNING LAW.** This contract shall be governed and interpreted by the laws of the State of California.

U. ENTIRE AGREEMENT. This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

V. NON-APPROPRIATION. 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 Contract 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 Contract.

W. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with the City's Environmentally Preferred Purchasing policies which are available at the City's Purchasing Department which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste 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, Contractor shall comply with the following zero waste requirements:

- All printed materials provided by Contractor 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 Contractor 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 Contractor, at no additional cost to the City, for reuse or recycling. Contractor shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

X. AUTHORITY. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Y. CONTRACT TERMS: All unchecked boxes do not apply to this Contract.

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

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

Purchasing Manager or Designee

Approved as to form:

By _____

Name _____

Title _____

Telephone: _____

Project: Colorado Power Station Transformer Testing Service**Description:**

Complete testing of the three (3) transformers at Colorado Power Station and appurtenances. The units are Federal Pacific 115/66.4 WYE Autotransformers with 12.47 Delta Tertiary windings and rated at 90/120/150/168 MVA. Serial Numbers are 50069-1, 50069-2 and 7000-1. Also included are three (3) 115 kV current and three (3) potential transformers used for metering for each unit for nine (9) PTs and nine (9) CTs.

Project Manager: Norm Brown

Phone: (650) 496-6902

Email: norm.brown@cityofpaloalto.org

Scope:**General:**

The City of Palo Alto requests quotes for complete cost of testing of three transformers described above. Test procedure has been performed previously in 1992 and 1997. Dissolved Gas Analysis is performed annually and most recent shall be provided. The transformers are connected to grid in parallel allowing one (1) transformer to be taken off-line at a time. This allows transformers to be individually de-energized and completely disconnected from grid for testing, safely. Two transformers shall stay on line during tests to handle system loading during work.

Project Responsibilities:

City of Palo Alto crew shall be responsible for switching units off-line providing proper and safe clearances for testing. City is open to negotiate further City crew responsibility to mitigate costs. Successful bidder shall test each transformer while disconnected following all City of Palo Alto safety rules. The bidder shall provide a list of all testing procedures and inspections according to Minimum Test Requirements below, as well as any other tests/evaluations deemed necessary. All tests shall be properly documented as to specific unit and in accordance with nameplate/manufacture specs.

Test Requirements:**Minimum Test Requirements:**

The bidder shall perform no less than the following tests:

Visual and Mechanical Inspections

- 1- Inspect for physical damage, anchorage and grounding.
- 2- Clean all bushing and insulator surfaces.
- 3- Verify tightness (proper torque) of connectors for all bolted electrical connections.
- 4- Check for leaks and proper level of dielectric liquid in tank and bushings.
- 5- Verify proper operation of all auxiliary devices/appurtenances, such as fans, pumps, sudden pressure device, indicators, no-load tapchanger and nitrogen pressurization system.
- 6- Verify alarm, control and trip settings on temperature indicators are as specified.
- 7- Verify final tap setting is as specified.

Electrical Tests

- 1- Insulation resistance testing winding-to-winding and winding-to-ground
- 2- Turns ratio testing for all positions of no-load tapchanger and verify polarities for each unit.
- 3- Measurement of resistance of each high-voltage winding in all no-load tap positions.
- 4- Sampling of oil on accordance with ASTM D-923. Sample will be laboratory tested for:
 - Dielectric strength; ASTM D-877(or ASTM D-1816)
 - Acid Neutralization number: ASTM D-974
 - Interfacial tension: ASTM D-971 (or ASTM D-2285)
 - Color number: ASTM D1500
 - Visual Condition: ASTM D-1524
 - Moisture content; ASTM D-1533
 - Power factor: ASTM D-924
- 5- Sampling of insulating liquid in accordance with ASTM D-3613 for performance of Dissolved Gas Analysis in accordance with ANSI/IEEE C5704 or ASTM D-3612.
- 6- Insulation power factor testing on high and low voltage windings and bushings. Determination of overall dielectric-loss and power factor. Ungrounded specimen testing (UST) on any bushings equipped with power factor or capacitance taps.
- 7- Individual excitation current testing on each phase per Doble test procedures.
- 8- Dielectric absorption testing from winding-to winding and winding-to-ground for ten minutes. Calculation of the polarization index.
- 9- Verify ratio and polarity of 115 metering PTs and CTs and any other tests deemed applicable.

Schedule

Minimum Testing Requirements and all test results/reports will be complete in (30) days. Additional time shall be provided if the City chooses to accept any optional or recommended services by the contactor.

BIDDER (COMPANY): _____ DATE: _____

SPECIFICATIONS AND BIDDER BID PAGES

SECTION III

Bidder's Response and Acceptance

In response to this Request for Quotations (RFQ), the undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the specifications herein referred to; and the Bidder proposes and agrees, if this Bid is accepted, that the Bidder will contract with the City of Palo Alto (City), to provide all necessary materials, and furnish the specified requirements in this RFQ, in the manner herein prescribed and at the prices stated.

Project Title: **135536**
Request for Quotations (RFQ) number 135536

Quotation Due Date: **3:00 P.M., TUESDAY, APRIL 27, 2010**

ITEM	QTY.	UNIT	DESCRIPTION	TOTAL PRICE
01	1	Lump Sum	Complete testing of the three (3) transformers at Colorado Power Station and appurtenances. The units are Federal Pacific 115/66.4 WYE Autotransformers with 12.47 Delta Tertiary windings and rated at 90/120/150/168 MVA. Serial Numbers are 50069-1, 50069-2 and 7000-1. Also included are three (3) 115 kV current and three (3) potential transformers used for metering for each unit for nine (9) PTs and nine (9) CTs. (Per the attached scope of work)	\$
9.25% Sales Tax				\$
Total, including sales tax: (Total in words _____)				\$

Lowest Responsible Bidder

The lowest bid shall be the lowest total of the bid prices on the base contract. This total is being used for the purpose of determining the lowest responsible bidder.

Delivery: All test results/reports shall be complete within thirty (30) calendar days from date on Notice to Proceed.

Signature must be the same as signature(s) in Section I – Request for Quotation and Bidder Required Information.

Signature:

 (Signature)

 (Print name)