



CITY OF
**PALO
ALTO**

Palo Alto Libraries

Request for Proposal (RFP) Number 161117 For Professional Services

Periodical Procurement & Delivery Services

RFP submittal deadline:	3:00 p.m.
	Tuesday, October 20, 2015
Contract Administrator:	Chris Anastole
(Email address)	chris.anastole@City of Palo Alto.org

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

**REQUEST FOR PROPOSAL (RFP) NO. 161117
FOR PROFESSIONAL SERVICES**

TITLE: Periodical Procurement & Delivery Services

1. INTRODUCTION

The Palo Alto Library requires a subscription supply service to meet its needs for magazine and newspaper subscriptions. Services include starting new subscriptions and canceling existing subscriptions; processing claims for missing or damaged issues and supplying replacement copies when applicable. The vendor should have the capability to receive and respond to claims electronically, and to provide regular reports on the statuses of claimed items. The required services and performance conditions are described in the Scope of Work (or Services).

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 General Services
- Attachment D – Sample Table, Qualifications of Firm Relative to City’s Needs
- 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 Teleconference

(Not Applicable)

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., Tuesday, October 13, 2015. Correspondence shall be sent through the City's e-procurement system. Responses from the City will be communicated in writing to all recipients of this RFP through the e-procurement system or e-mailed to the listed purchasing representative of this RFP. Responses from the City will be communicated through the City's e-procurement system to all recipients of this RFP via bid addendum. Inquiries received after the date and time stated will not be accepted. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's submittal.

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

In order to submit bids/proposals to the City of Palo Alto you must comply with the following:

All proposals shall be submitted through the City's e-procurement system.

Proposals must be received no later than 3:00 p.m. on the day and date specified. The e-procurement system will not accept any proposals after the specified close time.

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 entering the e-procurement system and selecting to withdraw the proposal.

3.6 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	September 27, 2015
Pre-Proposal Meeting	(Not Applicable)
Deadline for questions, clarifications	1:00 p.m., Tuesday, October 13, 2015.
Proposals Due	3:00 p.m., October 20, 2015
Finalist Identified	Week of October 19, 2015
Consultant selection and contract preparation	Week of October 26, 2015
Contract awarded	November, 2015
Work commences	November, 2015

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

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.

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 rates may be used for pricing the cost of additional services outlined in the Scope of Work.

PLEASE NOTE: The City of Palo Alto does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget per task 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 per task basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials and any subcontracted items of work. 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. Ability to supply titles required
- 7.2. Efficiency of vendor's purchasing and claiming procedures
- 7.3. Scope and quality of services provided
- 7.4. Cost
- 7.5. Compatibility with Library's automation system and computerization needs

7.6. Current performance or evaluation of performance by references from current customers

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 of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

14.1 The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor in the ultimate procurement.

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: _____

Telephone: _____ Email: _____

Contact person, title, email, and telephone: _____

Proposer, if selected, intends to carry on the business as (check one):

Individual Joint Venture

Partnership

Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: 1; 2; 3; 4; 5; 6;

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

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

Attachment A – Proposer Information continued...

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 two (2) Partners 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 he/she is respectively:

Signature and _____
Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

ATTACHEMNT B – SCOPE OF WORK

DESCRIPTION OF THE LIBRARY

The Palo Alto City Library (Library) provides public library services through five facilities to approximately 65,000 city residents and to other cardholders from the region. Per capita expenditure of the Palo Alto system is among the highest of any public library in California. The Library currently receives periodical subscription services through EBSCO. The Library also provides its cardholders with access to digital magazine subscriptions from Flipster and from Zinio for Libraries.

Print magazines are sent to the Information Technology and Collections (ITC) division where they are physically processed and checked-in using the serials module of SirsiDynix Horizon software, Release 7.5.1. During the new contract period the Library will have migrated to Innovative Interface's Sierra software. Newspapers are delivered or mailed directly to the individual branches.

SUBSCRIPTION SERVICE NEEDS

The City of Palo Alto is seeking proposals for periodical procurement and delivery services for a three-year agreement, to be executed on November 02, 2015.

SUBSCRIPTION NEEDS

Attached is a list of current periodical subscriptions for which the City requires subscription services from a vendor. This list includes approximately 218 titles and 375 subscriptions; most of these (with the exception of the newspapers at the end of the list) are shipped to the ITC division, located at the Mitchel Park branch. The Library typically increases or decreases its subscription list by a small percentage of subscriptions each year. For the next three years, it is anticipated that the subscription list will decrease or increase by 5% annually.

TO EVALUATE AND SELECT THE QUALIFIED VENDOR, BIDDERS ARE REQUIRED TO PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

I. Cost

1. What discount is offered from the publisher's retail cost? _____%

Is this a flat discount to be applied to all titles?

YES _____ NO _____

If no, please explain on a separate listing.

2. Can a better discount be offered on mass market periodicals?

YES _____ NO _____

Indicate mass market titles and discounts on a separate listing.

3. Do you have a service charge?

YES _____ NO _____

If yes, indicate the amount or percentage: _____

II. Ability to supply required titles

The Library's subscription list follows this document. Vendor must be able to supply all titles currently ordered through its subscription service. Can your company comply?

YES _____ NO _____

If no, please indicate the percentage you can supply: _____%

Please indicate on a separate sheet the titles you are unable to supply.

III. Efficiency of vendor's purchasing and claiming procedures

1. At the time of annual renewal, the Library must be notified 45 days prior to the start date of any titles that your company cannot supply. Can you comply with this requirement?

YES _____ NO _____

2. Will vendor provide option of multi-year subscription periods of two or three years when that would be more cost effective to the City of Palo Alto?

YES _____ NO _____

3. If the publisher's price for any subscription is adjusted after the Library has been invoiced, how is the price adjustment made?

Describe your process for price increases:

Describe your process for price decreases:

4. Will vendor adjust orders to a common expiration date?

YES _____ NO _____

5. Can existing, non-calendar subscriptions be pro-rated to calendar year time period?

YES _____ NO _____

6. Vendor must provide detailed written procedures and schedules for processing claims. Please include a copy of the instructions and forms to be used in the claiming process.

Can vendor initiate claims procedure within 24 hours of receipt?

YES _____ NO _____

Does vendor offer online claiming?

YES _____ NO _____

How does vendor notify libraries of the status of claims, and how frequently?

7. Can vendor process electronic claims?

YES _____ NO _____

8. Does your company provide service to obtain undelivered issues for libraries?

YES _____ NO _____

Is there a charge for this service?

YES _____ NO _____

If yes to both or either, explain the charge and/or the process:

IV. Scope and quality of services provided

1. If items cannot be delivered by regular mail they need to be delivered during normal business hours.

Can this requirement be met?

YES _____ NO _____

2. Is delivery guaranteed for the first issue of each calendar year when the Library has placed the order 60 days period to the end of the preceding year?

YES _____ NO _____

3. If the Library notifies vendor that a publisher has started service on a new subscription before the beginning of the calendar year, explain how this would be handled:

4. Can the transfer of all existing subscriptions be accomplished with interruption of service under the new contract?

YES _____ NO _____

5. Cost of subscriptions and services should not exceed the cost of placing an order directly with the publisher, i.e. the price of a subscription as quoted in the periodical. If any title will not meet this requirement, please explain:

6. If a publisher cancels a paid subscription, or a title ceases publication, how will the City be reimbursed for the remainder of the subsection and in what manner?

7. Will vendor notify the Library in the event the status of a subscription changes (change of title, merger with another title, change in frequency, discontinuation, etc.)?

YES_____ NO_____

If yes, within what time period? _____

8. Can vendor supply the renewal lists by outlet, alphabetical by title detailing all titles currently on order, current price and renewal date?

YES_____ NO_____

9. Are any other reports available to the Library?

YES_____ NO_____

If yes, describe reports available on a separate sheet.

10. Does vendor offer color-coded, preprinted spine labels with the titles and dates of magazine issues for the calendar year?

YES_____ NO_____

If yes, what is the charge for labels? _____

11. Will vendor assign a customer service representative (and an alternate representative) who will be responsible for the account and familiar with Palo Alto City Library's requirements?

YES_____ NO_____

12. Is customer service available from 8 a.m. to 5 p.m. Pacific time?

YES_____ NO_____

If no, please indicate service hours:

13. Does vendor have toll free telephone and fax numbers?

YES_____ NO_____

Telephone number: _____

Fax number: _____

14. Can vendor provide publisher information free of charge to answer patron queries?

YES_____ NO_____

15. Invoice requirements:

a. Single itemized invoice, divided into parts, not to exceed \$1,000 per part

- b. Each part must have a total, discount and total amount due for all items on that part
- c. Alphabetical by title
- d. Each line number must give the title, Library's purchase order number, Library branch, quantity ordered, frequency, term, start and expiration dates, and price
- e. Each title must be sub-totaled showing quantity ordered and total cost for each title
- f. One original invoice and one copy required.
- g. Include applicable California state and Santa Clara county sales taxes on taxable items

16. Please list any invoicing requirements you are unable to meet:

17. Will vendor provide Palo Alto City Library with self-credit memos to expedite invoice processing?

YES_____ NO_____

V. Compatibility with Library automation system and computerization needs

1. Does vendor offer applications for the management of non-print subscriptions?

2. URL of vendor's web site: _____

How frequently is the information on your web site updated? _____

3. Can order information from your web site be transferred into fields of SirsiDynix's Horizon, release 7.5.1 acquisition system to reduce data entry?

YES_____ NO_____

4. Can order information from your web site be transferred into fields of Innovative Interface's Sierra acquisition system to reduce data entry?

YES_____ NO_____

If yes, cite libraries that utilize this function and vendor representative who will assist: _____

5. It is highly desirable that ordering and invoicing will be handled electronically. Do you have electronic ordering and invoicing available for SirsiDynix's Horizon software?

YES_____ NO_____

If no, please indicate target date of availability: _____

6. Do you have electronic ordering and invoicing available for Innovative Interface's Sierra software?

YES_____ NO_____

If no, please indicate target date of availability: _____

VI. Current performance or evaluation of performance by references from current customers

Please provide three references of public library clients with similar or larger accounts. Supply the name of the libraries and the name and phone number of a contact person.

Title	Copies
Advanced Technology Libraries.	1
American Girl.	10
Aperture.	1
Architectural Digest.	3
Architectural Record.	1
Art in America.	1
Artforum International. [includes Bookforum]	1
ARTnews.	1
Ask!: Arts and Sciences for Kids.	1
Astronomy.	1
Atlantic Monthly.	2
Aviation Week & Space Technology.	1
Babybug.	1
Backpacker.	1
Batman.	1
Bay Nature.	1
Better Homes and Gardens.	3
Bicycling.	1
Billboard.	1
Birds & Blooms.	1
Bloomberg Businessweek.	3
Bon Appetit.	3
Booklist. [includes Book Links]	1
Boys' Life.	1
Brides.	1
Car and Driver.	1
Ceramics Monthly.	1
Chickadee.	1
Chopchop.	1
Clean Eating.	1
Click.	2
Coastal Living.	1
Cobblestone.	1
Commentary.	1
Communication Arts.	1
Computers in Libraries.	1
Conde Nast Traveler.	2
Consumer Reports.	13
Cooking Light.	2
Cook's Illustrated.	4
Cosmopolitan.	2
Country Living.	1

Title	Copies
Cricket.	1
Dance Magazine.	1
Discover.	1
Discovery Girls.	1
Disney Princess Magazine.	2
Dwell.	1
Eating Well.	1
Ebony.	1
Economist.	3
Entertainment Weekly.	1
Esquire.	1
Essence.	1
Familyfun.	2
Fast Company.	1
Film Comment.	1
Fine Gardening.	1
Fine Homebuilding.	1
Flying.	1
Food & Wine.	4
Forbes.	1
Fortune.	2
Game Informer Magazine.	1
Girls' Life.	1
Glamour.	1
Good Housekeeping.	4
GQ.	1
Gramophone.	1
Grih shobha. [Hindi]	1
Guitar Player.	1
Harper's Bazaar.	1
Harper's.	2
Harvard Business Review.	1
Harvard Health Letter.	1
Health.	1
Highlights.	1
Home Education Magazine.	1
Horn Book Guide.	1
Horn Book Magazine.	1
Horticulture.	1
Hot Rod.	1
House Beautiful.	2
Humpty Dumpty Magazine.	1

Title	Copies
InStyle.	4
Kelley Blue Book Early Model Car Guide	2
Kelley Blue Book Official Guide for OldeCars.	2
Kelley Blue Book Used Car Guide.	1
Kiplinger Letter.	1
Kiplinger Tax Letter.	1
Kiplinger's Personal Finance.	3
Ladybug.	2
Library Hotline.	1
Library Journal.	2
Linn's Stamp News.	1
Living Without's Gluten Free & More.	1
Lucky Peach.	1
Mad.	2
Magazine Antiques.	1
Make: Technology on Your Time.	2
Martha Stewart Living.	6
Men's Health.	1
MIT Technology Review.	1
Money.	2
Moneyletter.	1
More.	1
Mother Earth Living.	1
Mother Earth News.	1
Motor Trend.	1
Ms.	1
Muse.	2
N.A.D.A Official Used Car Guide.	2
Nation.	1
National Geographic Kids.	4
National Geographic Traveler.	2
National Geographic.	4
National Review.	1
New England Journal of Medicine.	1
New Moon Girls.	1
New Republic.	2
New Scientist.	1
New York Review of Books.	3
New York Times Book Review.	1
New York.	1
New Yorker.	4
Newsletter on Intellectual Freedom.	1

Title	Copies
Newsweek.	1
O: Oprah Magazine.	8
Ogonek. [Russian]	1
Old-House Journal.	1
Online Searcher.	1
Out. [includes The Advocate]	1
Outdoor California	1
Outside.	2
Oxygen.	1
Pacific Horticulture.	1
Parents.	1
People en Espanol. [Spanish]	5
People.	8
Physics Today.	1
Poets & Writers.	1
Popular Mechanics.	2
Popular Photography.	2
Popular Science.	1
Prevention.	2
Psychology Today.	1
Publishers Weekly.	2
Ranger Rick.	2
Reader's digest [Large print]	1
Reader's Digest.	1
Real Simple.	8
Road and Track.	2
Rodales's Organic Life.	1
Rolling Stone.	1
Runner's World.	2
San Francisco.	1
Sarita. [Hindi]	1
Saveur.	1
School Library Journal.	1
Science News.	3
Science.	1
Scientific American Mind.	1
Scientific American.	4
Seventeen.	2
Skeptical Inquirer.	1
Smart Libraries Newsletter.	1
Smithsonian.	1
Sound & Vision.	1

Title	Copies
Spider: Magazine for Children.	1
Sports Illustrated for Kids.	2
Sports Illustrated.	3
Stone Soup.	1
Sun.	1
Sunset.	8
Technicalities.	1
Teen Titans.	1
Teen Vogue.	2
Tennis.	1
Thomas & Friends.	1
Threads.	2
Time.	4
TLS: Times Literary Supplement.	1
Town & Country.	1
Transworld Ride BMX.	2
Transworld Skateboarding.	1
Travel & Leisure.	2
TV y Novelas. [Spanish]	1
University of California Berkeley, Wellness Letter.	1
Vanity Fair.	1
Vegetarian Times.	6
Vogue Knitting International.	1
Vogue.	3
Voices of Youth Advocates.	1
Vokrug svieta. [Russian]	1
Week.	1
Wine Spectator.	1
Wired.	1
Women's Health.	1
Working Mother.	1
Writer.	1
Writer's Digest.	1
Yoga Journal.	1
Zoobooks.	1
NEWSPAPERS (delivered by mail unless otherwise noted)	
Almanac. [Menlo Park]	1
Barrons. [by carrier]	4
Christian Science Monitor Weekly.	1
Financial Times. [by carrier]	1
India Abroad.	1
India West.	1

Title	Copies
Investors Business Daily. [by carrier]	1
Los Altos Town Crier.	1
Los Angeles Times [Sunday only]	1
New York Times [daily + Sunday by carrier]	4
San Francisco Business Times	1
Shih Chieh Jih Pao = World Journal [daily + Sunday by carrier]	4
Silicon Valley Business Journal	2
Sing Tao Daily [daily + Sunday by carrier]	2
USA Today	2

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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 (the "Services") described in the Scope of Services, attached at 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 Sections 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 at 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 at 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.

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 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 at 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 CITY's Risk Manager. The 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 Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the 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 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. 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 CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of 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 Agreement.
- 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 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 CITY. No amendments, changes or variations of any kind are authorized without the written consent of 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 CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, 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 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 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 CITY shall be purchased in accordance with 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 Division's office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to 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 on behalf of the parties 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 Agreement.

Z. DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request. CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

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*
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						

*Include name, title and phone number.

**Attachment "F"
INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

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

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 CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"
 - A. PRIMARY COVERAGE
 WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

Attachment "F"
INSURANCE REQUIREMENTS

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.**