January 6, 2005

The City of Palo Alto, Purchasing and Contract Administration, on behalf of the Administrative Services Department, Information Technologies Services Division, requests a quotation for:

PROJECT TITLE:

SAP CLIENT COPY SOFTWARE TOOL

REQUEST FOR QUOTATION NUMBER

RFQ 130226

RFQ DUE DATE : 3:00 P.M., TUESDAY, JANUARY 27, 2009

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SECTION II Nondiscrimination Certification*
Purchase Order Terms and Conditions

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*Complete, sign and submit forms with Bidder's Bid Pages 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

January 7, 2009

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

SAP Client Copy Software Tool

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

RFQ 130226

Quotation Opening Date

Quotation acceptance period closes (your quotation must be received by purchasing and contract Administration not later than) 3:00 p.m., Tuesday, January 27, 2009

Contract Manager

Kathy Bradley

Telephone Number: (650) 329-2162

Specifications

The specifications or scope of work included have been prepared to describe the standard of quality, performance, and other characteristics needed to meet city requirements. The city will accept alternate proposals of a designated 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. The City reserves the right to conduct site visits or request samples of products being offered to determine if they meet the requirements as specified.

SPECIFICATIONS: AN **SAP Client Copy Software Tool**

Term of Agreement:

City intends to issue a Purchase Order to provide for the purchase and delivery of the SAP Client Copy Software Tool. The term of the pricing agreement shall be effective on the date of award and shall expire after a 12-month period, and may be extended by City for up to an additional two (2) 12-month periods for a maximum of 36 consecutive months, subject to:

Firm price for the initial term of the pricing agreement;

City of Palo Alto City Council's annual approval of each current year's budget and appropriation of funds;

The Vendor's compliance with the terms and conditions as established by this RFQ;

The Vendor's satisfactory performance, and timely compliance with the requirements of this RFQ; and Firm pricing for the two optional twelve (12) month term extensions, as set forth herein.

Note: If a price increase is to apply to the City's optional contract extensions specify such in the space provided on each bid schedule.

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

Contract Award

Contract, if awarded, will be awarded based on cost (40%) and responses to the Questions included in Section III on the Bidder's Bid Page (60%). The lowest bid shall be the lowest of the bid prices quoted on the Bid Schedule. This total is being used for the purpose of determining the lowest responsible bidder. City will award a not-to-exceed amount based on the needs and prices quoted. No charges of any kind will be allowed unless specifically made part of your quotation and are specified in your response.

Pursuant to the Palo Alto Municipal Code Section 2.30.440 (b), 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. Destination within Palo Alto, Freight Prepaid**.** Price shall include all applicable transportation and delivery charges. See Bid Schedule for delivery point.

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: SOIL, SAND, AND OTHER LANDSCAPING MATERIALS FOR PARKS
Request for Quotation number RFQ113266
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 days (60) following the bid due date.. The terms and conditions (the provisions) that shall govern any resulting agreement between City and the Low Bidder are contained in this RFQ.

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: _____

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 _____

□ 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 an 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)**.

G. *Note: The City of Palo Alto, pursuant to California Corporations Code Section 313, requires two corporate officers to execute contracts. The signature of First Officer* <u>must</u> be one of the following: Chairman of the Board; President; or Vice President. The signature of the Second Officer** <u>must</u> be one of the following: Secretary; Assistant Secretary; Chief Financial Officer; or Assistant Treasurer.* In the alternative, a certified corporate resolution attesting to the signatory authority of the individuals signing in their respective capacities is acceptable.

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

First Officer*	Second Officer**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed name of signatory)	(Printed name of signatory)
_____	_____
(Title 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)

PROJECT: **SAP CLIENT COPY SOFTWARE TOOL**

Certification of Nondiscrimination:

Certification of Nondiscrimination: As suppliers of goods and/or services to the City of Palo Alto in excess of $5,000, the firm, contractor or individual(s) 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, 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.

Firm: _____ DATE: _____

Title of Officer Signing: _____

Signature: _____

ACCEPTANCE/AGREEMENT: City of Palo Alto (City) reserves the right to reject any and all quotations, to waive any informalities, and, unless otherwise specified by Seller, to accept any item in a quotation. By accepting or filing this Purchase Order (P.O.), Seller agrees to the terms and conditions herein which shall prevail over any inconsistent provision in any form or other paper submitted by Seller. All shipments or services performed shall be deemed to have been made pursuant hereto. No other terms are acceptable. This P.O., including all specifications and drawings, shall constitute the entire agreement between the parties unless modified in writing by City.

CITY'S PROPERTY: Seller agrees that the information, tools, jigs, dies, or materials, and drawings, patterns, and specification supplied or paid for by City shall be and remain City property and shall be held by Seller for City unless directed otherwise. Seller shall account for such items and keep them protected, insured, and in good working conditions without expense to City.

DELIVERY: The terms of delivery are as stated on the Bidder's Bid Pages. The obligation of Seller to meet the delivery dates, specifications, and quantities set forth herein is of the essence of this P.O. No boxing, packing, or cartage charge will be allowed unless authorized by this P.O. Deliveries are to be made both in quantities and at times specified herein or, if not, such quantities and times are specified pursuant to City's written instruction. Items not delivered may be canceled without penalty to City. Shipments in greater or lesser quantity that ordered may be returned at Seller's expense unless written authorization is issued by City.

PRICES: The price which Seller charges in filling this P.O. shall not be higher than Seller's most recent quote or charge to City for such materials, supplies, services and/or installations unless City expressly agrees otherwise in writing. Notwithstanding the prices set forth the P.O. City shall receive the benefit of any general reduction in the price of any item(s) listed herein which may be made by Seller at any time prior to the last delivery of goods or services covered by this P.O.

TERMINATION: City shall have the right to terminate this P.O. or any part thereof upon ten (10) days notice in writing to Seller.

(1) Without Cause. City may terminate all or any part of this P.O. without cause. Any claim by Seller for damages due to termination without cause must be submitted to City within thirty (30) days after effective date of termination.

(2) For Cause. If Seller fails to make any delivery in accordance with the agreed delivery date, delivery schedule, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this P.O., City may, in addition to any other right or remedy provided by this P.O. or by law, terminate all or any part of this P.O. in writing without any liability of City with respect to Seller at any time during the term of this P.O. In the event of termination for cause, City may purchase supplies or services elsewhere on such terms or in such manner as City may deem appropriate and Seller shall be liable to City for any cost and other expenses incurred by City, which is charged to City.

CHANGES: City shall have the right at any time by written notice via P.O. Change Order to Seller to make changes in the specifications, the quantity of items called for, delivery schedules, and requirements covering testing, packaging, or destination. Any claim by Seller for adjustment under this clause shall be deemed waived unless made in writing with then (10) days after receipt by Seller of notice of such change. Price increases or extensions of tie for delivery shall not be binding on City unless evidenced by a P.O. Change Order issued by City's Purchasing Manager.

INSPECTION: City shall have the right to inspect and approve or reject any materials, supplies, services and/or installations upon arrival of notice of completion prior to payment without regard to the manner of shipment, completion, or any shipping or price terms contained in this P.O. All materials, supplies, services and/or installations must be furnished as specified.

(1) Defective, damaged, and nonconforming materials and/or supplies may be returned for credit or refund, at Seller's expense. City may charge Seller for all expenses of unpacking, examining, repacking and reshipping of such materials and/or supplies.

(2) Defective, incorrect and nonconforming services and/or installations may be returned for credit or refund, at Seller's expense. All of the above notwithstanding prior payment by City

(3) Seller's obligations to wave defects that exist.

WARRANTY: Seller expressly warrants that all materials, supplies, services and/or installations covered by this P.O. shall:

(1) conform to the specifications, drawings, samples, or other descriptions specified by City or if none are so specified, to Seller's standard specification or the standards of the ASTM or ANSI or other national standard organizations;

(2) be new and unless specified to the contrary on the face hereof, will be free from defects in material and workmanship and will be free of all liens and encumbrances and will conform to any affirmation of facts made on the container or label;

(3) be adequately contained, packaged, marked, labeled and/or provided in compliance with all applicable federal and state laws and regulations (including materials deemed hazardous);

(4) be performed within the rules and regulations of the Occupational Safety and Health Act of 1970 (as amended);

(5) be produced or transferred or disposed of as required by federal and state laws and regulation under the conditions of the Toxic Substances Control Act; the Hazardous Materials Control and Hazardous Waste Regulations; and other toxic laws and programs.

Seller further expressly agrees to protect, indemnify, and hold harmless City, its employees and agents for any loss, damage, fine, liability, fee (including reasonable charges and fees) or expense arising in connection with or resulting from Seller's failure to furnish materials or supplies or perform services that conform with any warranty contained herein.

(6) have good marketable title.

GOVERNING LAW: This P.O. shall be governed by the laws of the State of California.

INDEPENDENT CONTRACTOR, INSURANCE: Seller certifies, by acceptance, that he/she is an independent contractor. Seller shall protect, defend, and indemnify and hold City harmless against all damages, liability, claims, losses and expenses (including attorney's fees) arising out of, or resulting in any way from Seller's negligence in providing the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees, or subcontractors, Seller shall maintain such public liability insurance, including contractual liability, automobile and general public liability, (including non-owned automobile liability) Worker's Compensation, and employer's liability insurance as well adequately protect City against such damage, liabilities, claims, losses, and expenses (including attorneys' fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by City.

EQUAL OPPORTUNITY CLAUSE: By acceptance of this P.O., Seller certifies it is in compliance with the Equal Opportunity Clause required by Executive Order 11246, as amended, and the Palo Alto Municipal Code, as amended, including Affirmative Action Compliance Programs for Veterans; Handicapped; and Minority Business, and other equal opportunity programs.

FORCE MAJEURE: City may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such materials, supplies, services and or installations at the direction of City and shall deliver them when the cause affecting the delay has been removed. City shall be responsible only for Sellers' direct additional costs in holding the goods or delaying performance of this P.O. and City's request. Seller shall also be excused if delivery is delayed by unforeseen events beyond its reasonable control, provided Seller notifies City as soon as they occur. City may cancel this P.O. if such delay exceeds thirty (30) days form the original delivery date. Seller shall use its best efforts to grant preference to this P.O. over those of other customers, which were placed after this P.O.

AUTHORITY OF AGENT OR FACTOR: Seller represents that, whenever it executes this P.O. on behalf of a third party as an agent or factor, it shall disclose the existence of the agency or factor relationship to City. Seller shall be deemed to have the legal authority to enter into this P.O. with City on behalf of the third party.

INTERPRETATION OF CONTRACT DOCUMENTS: In the event of a conflict between the terms of this P.O. and the attached specification with respect to any obligation of Seller, the provision which impose the greater obligations upon Seller shall prevail.

City Council/City Manager
City of Palo Alto
Palo Alto, California

Name of Company_____

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.

No charges of any kind will be allowed unless specifically made part of your quotation and are specified in your response. The City reserves the right to reject any or all quotations and to select quotations on an item-by-item basis.

Project Title: SAP **CLIENT COPY SOFTWARE TOOL;**
Request for Quotations Number RFQ 1302226.

I. COST

Base Bid Schedule for SAP Client Copy Software Tool RFQ due date: **Tuesday, January 27, 2009**

BID ITEM	QTY.	UNIT	BRAND NAME	DESCRIPTION, MODEL NUMBER, ETC.	TOTAL ITEM PRICE
01	1	EA		SAP Client Copy Software Tool	$
Sales Tax					$
TOTAL COST					**$**

Delivery must be made on or before _____ days of order.

NET TERMS OF SALE: _____

Minimum number of hours notice required for delivery (state number of hours): _____

DELIVERY: Delivery terms shall be **F.O.B. Destination within Palo Alto, Freight Prepaid** in accordance with the attached terms and conditions.

Main Delivery point:
City of Palo Alto
Municipal Service Center
3201 E. Bayshore Road
Palo Alto, CA 94303

Other Delivery Point:
NA

II. BIDDERS MUST RESPOND TO THE FOLLOWING QUESTIONS. (RESPONSES WILL BE CONSIDERED IN THE EVALUATION PROCESS).

1. Does your product move related objects.

2. Does your product prevent users from writing from Production to Production?

3. Does your product use standard OpenSQL to read data objects?

4. How will data transfers be affected by user exits?

5. Using your product, can we move selective ranges of data?

6. Does the product provide the ability to scramble data?

7. Is the installation performed remotely or on-site?

8. Is there a need to install additional hardware?

9. How does your product deal with "Ztables"?

10. Is there a requirement for any customization of our existing SAP environment to accommodate the product?

11. How long is the implementation process?

12. Is training offered on-site? If so, what are the costs.

Signature(s) must be the same signature(s) as appear(s) in Part II, *Bidder Information*, of this RFQ:

Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____
(Print or type name) (Print or type name)