



REQUEST FOR PROPOSAL

RFP # 06-30-2008

COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM IMPLEMENTATION PROFESSIONAL SERVICES

Brief description of requirement: The San José International Airport is soliciting proposals from qualified firms to provide a proposal for professional services to implement Infor-EAM CMMS modules for the San Jose Airport Facilities & Engineering according the tasks and deliverable set forth in this RFP.

Procurement Timeline: July 2008 – December 2008

RFP release date:	May 5, 2008
Contact name: Address: Phone: Fax: E-mail address:	Norman Y. Mineta San José International Airport Mrs. Marilyn Fitzhugh Business Services Manager, Airport Technology Services 1732 North First Street, Suite 600 San Jose, CA95113 408-501-7714 – Office 408-452-8216 - FAX mfitzhugh@sjc.org
Deadline for questions:	May 12, 2008 by 5:00pm (PST)
RFP due date: Time: Location:	May 20, 2008 5:00pm PST 11732 North First Street, Suite 600 San Jose, CA95113 Submission may be sent via electronic mail to the contact listed above by the RFP due date.

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1 INTRODUCTION

1.1 The City of San Jose – Airport Department (SJC Airport) is implementing the Infor-EAM Computerized 7i Maintenance and Management System (CMMS) application suite. SJC Airport contracted the services of a CMMS consultant to document detailed specifications for:

1.1.1 Recommended Workflows

1.1.2 Screen Formats and Displayed Information

1.1.3 Asset Configuration Schema

1.1.4 Service Levels and Key Performance Indicators

1.1.5 Reporting Requirements

1.1.6 Software and Hardware Requirements

1.2 This RFP is designed to address the Phase II Infor-EAM CMMS Implementation which calls for implementation services to replace the current CMMS application for the Facilities & Engineering department at the SJC Airport utilizing the information in the CMMS Phase I Discovery Project.

1.3 The SJC Airport is specifically limiting the initial implementation of Infor-EAM to three primary CMMS functions:

1.3.1 Work Order Management

1.3.2 Preventative Maintenance

1.3.3 Materials Management

1.4 The discovery information obtained in the CMMS Phase I Discovery Project was primarily limited to addressing design, implementation and configuration parameters for the functions listed in Section 1.3. Detailed documentation will be provided to the PROPOSER chosen through this RFP process during the implementation workshop identified in Section (2) of this RFP. SJC Airport is requesting professional services only – and should be focused on the following broad areas of need with specific tasks and deliverables outlined in Section (2).

1.4.1 Review of CMMS Phase I Discovery Project Deliverables.

1.4.2 CMMS Phase II Pre-Implementation Training for Core CMMS Team Members.

1.4.3 Pre-Implementation Services Related to the Installation and Configuration of Base Hardware and Software required for implementation of Infor-EAM functions stated in Section (1.3).

1.4.4 Infor-EAM product implementation and acceptance testing.

1.4.5 Advanced Reporting training using Infor-EAM Advanced Reporting platform and reporting requirements documented in CMMS Phase I Discovery Project Deliverables.

1.4.6 Documentation and knowledge transfer for routine recurring maintenance and support activities for the Infor-EAM environment.

1.4.7 End-User Curriculum Development and Training.

2 SCOPE OF SERVICES

2.1 - Implementation Workshops

Task 2.1.1 (2-Days) -The PROPOSER shall coordinate with respective representatives of the SJC Airport Technology Services and the SJC Facilities & Engineering organization to ensure that the specifications documented in the CMMS Phase I Discovery Project Deliverables are thoroughly understood by the implementation project manager and technical consultants. As such, the PROPOSER shall conduct workshops with SJC Airport Facilities & Engineering stakeholders to finalize the following implementation details:

Deliverable 2.1.1.1 – Review master administrator account (R5) and screen formats and displayed information – utilizing Menus and Screens as previously defined by SJC Airport. These include the following:

R5	Master Administrator
Admin	Business / Content Manager
Finance	Cost Entry / Purchasing & Materials
Warehouse	Material Handling & Purchasing
Maint Supv	Work Management, Scheduling & Materials
Maint	Work Order Entry and Completion
Requestor	Work Request

Each user group will own its own menu structure, but common screen layouts will be used to assist in training and support. The exception will be the R5 – Administrator group which will not be modified from baseline.

Deliverable 2.1.1.2 – Review recommended workflows previously defined by SJC Airport

Deliverable 2.1.1.3 – Review Asset configuration schema configuration for Datastream 7i using SJC Airport-supplied model.

Deliverable 2.1.1.4 – Review Key Performance Indicator requirements, as well as Scorecard requirements.

2.2 – Core Team Training

Task 2.2.1 (3-Days) -The PROPOSER shall coordinate with respective representatives of the SJC Airport Technology Services and the SJC Facilities & Engineering organization to provide training for modules applicable to the SJC Airport implementation and the deliverable is to prepare core team members (such as the CMMS Manager, ATS staff, and other key Facilities and Engineering staff as assigned by Facilities and Engineering) to make informed decisions as a focal point for other project team and end-user staff for upcoming project steps, as well as the overall CMMS deployment.

2.3 – Pre-Implementation Preparation

Task 2.3.1 (5-Days) -The PROPOSER shall coordinate with respective representatives of the SJC Airport Technology Services and the SJC Facilities & Engineering organization to ensure that the specifications documented in the Phase I project reflected in product on hand including underlying infrastructure, processes and procedures to enable the implementation of the Infor-EAM product itself. Deliverables includes the following details:

Deliverable 2.3.1.1 – Create and configure Oracle Database environment with SJC Airport supplied requirements from CMMS Phase I Discovery Project specifications.

Deliverable 2.3.1.2 – Create and configure application (Extended7i) server hardware and base operating system, as well as Infor-EAM Advanced Reporting server hardware and base operating system.

Deliverable 2.3.1.3 – Work with SJC Airport Technology Services and Facilities and Engineering staff to configure client pilot testing lab using SJC Airport –supplied client side computers.

Deliverable 2.3.1.4 – Configure and testing network settings and test connectivity.

2.4 – Product Implementation and Testing

Task 2.4.1 (5-Days) -The PROPOSER shall coordinate with respective representatives of the SJC Airport Technology Services and the SJC Facilities & Engineering organization to the completed the following implementation details:

Deliverable 2.4.1.1 – Install Infor-EAM purchased modules into the environment prepared under Task 2.3.

Deliverable 2.4.1.2 – Script development for testing the various SJC Airport processes to be supported by the Infor-EAM product installed.

Deliverable 2.4.1.3 – Assist SJC Airport Facilities and Engineering staff for preparations for pilot testing with SJC CMMS Core Team.

Deliverable 2.4.1.4 – Assist SJC Airport Facilities and Engineering staff for preparations for asset data import with SJC CMMS Core Team utilizing SJC Airport-supplied asset data.

2.5 - Advanced Reporting Training

Task 2.5.1 (5 Days) -The SJC Airport Facilities and Engineering organization expects the following deliverables in this respective order - unless otherwise agreed to in advance of the commencement of services. The PROPOSER shall:

Deliverable 2.5.1.1 - Work with SJC Airport Facilities & Engineering CMMS Manager and other staff as defined by SJC Airport Technology Services with training on using the Infor-EAM Advanced Reporting Authoring Tool purchased by SJC Airport.

Deliverable 2.5.1.2 - Work with SJC Airport Facilities & Engineering CMMS Manager and other staff as defined by SJC Airport Technology Services to configure the top ten (10) customer reports required as defined in the Reporting Requirements Matrix delivered to SJC Airport in the CMMS Phase I Discovery Project.

Deliverable 2.5.1.3 - Work with SJC Airport Facilities & Engineering CMMS Manager and other staff as defined by SJC Airport Technology Services to develop a roadmap and timeline for implementing the additional reports defined in the Reporting Requirements Matrix as described in Section 2.5.1.2, as well as any additional training the PROPOSER believes would be beneficial for SJC Airport staff to acquire and/or attend following the completion of the services described in this RFP.

2.6 End-User Training Curriculum Development and Delivery

Task 2.6.1 (5 Days) -The SJC Airport Facilities and Engineering organization expects the following deliverables in this respective order - unless otherwise agreed to in advance of the commencement of services. The PROPOSER shall:

Deliverable 2.6.1.1 - Work with SJC Airport Facilities & Engineering CMMS Manager and other staff as defined by SJC Airport Technology Services to develop training curriculum for the various roles required to utilize, maintain and operate the Infor-EAM applications implemented during this phase.

Deliverable 2.6.1.2 - Work with SJC Airport Facilities & Engineering CMMS Manager and other staff as defined by SJC Airport Technology Services to conduct up to 10 ½ - day training sessions to be held on-site at SJC Airport. The workshops will be held such that all three work shifts for Facilities and Engineering can be accommodated.

2.7 Client-Side Base Hardware and Software Installation - Configuration

Task 2.7.1 (Hourly Rate) -The SJC Airport Facilities and Engineering organization expects the following deliverables in this respective order - unless otherwise agreed to in advance of the commencement of services. The PROPOSER shall:

Deliverable 2.7.1.1 – Provide an hourly rate for hardware and operating system deployment for desktop/laptop deployments specific to end-user environments in which the Infor-EAM CMMS application shall be used by Facilities and Engineering staff. AJC Airport Technology Services shall provide logistical support for this operation including:

- Locked and secure facility to perform work.
- Networking infrastructure to facilitate automated installation of SJC ATS Windows XP images and extended application images based on predefined Facilities and Engineering desktop application needs.
- Client-side “burn-in” testing based on SJC Airport ATS provided test scripting.

4 MINIMUM QUALIFICATIONS

A Proposer will be considered “non-responsive” to this request and disqualified from further consideration if any of the following minimum qualifications are not met for each service. Please submit sufficient documentation that proves that you have met the following minimum qualifications.

4.1 The PROPOSER shall have five (5) years of experience in implementing Infor/Datastream software.

4.2 The PROPOSER shall provide a minimum of three (3) reference sites where DataStream 7i was implemented within the last two calendar years at an environment that has been of comparable size and complexity.

5 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

5.1 Questions pertaining to this RFP should be submitted via e-mail to the SJC Airport contact listed in the procurement timeline. Please submit all questions by the deadline indicated in the procurement timeline. The City will provide a written response to all pertinent questions in the form of an Addendum.

6 TERM OF AGREEMENT

6.1 It is anticipated that the term of this agreement will be effective for a period of four (4) months from contract commencement.

7 COMPENSATION AND WORK HOURS

7.1 PROPOSER work hours shall be established prior to the commencement of any services implementation. However, as a 24x7x365 operation it should be assumed that some, or possibility significant work may be required during any hour of any day of the year.

8 SUBMITTAL REQUIREMENTS

8.1 These instructions govern the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding

and evaluation of the proposal should be submitted. No limitation on the content of the proposal is intended in these instructions and inclusion of any pertinent data or information is permitted.

8.2 A proposal and all attachments shall be complete and free of ambiguities, alterations, and erasures. A duly authorized officer or agent of PROPOSER shall execute it. In the event of conflict between words and numerals, the words shall prevail.

8.3 The PROPOSER shall document under what assumptions their proposal is based upon and should define what SJC Airport responsibilities will be required for the PROPOSER to successfully complete the deliverables defined with this RFP at the price proposed.

8.4 PROPOSER'S shall submit a proposal with responses that directly correspond to the deliverables contained in Section 2.00 (Scope of Services) contained within this RFP. All pages are to be consecutively numbered.

8.5 PROPOSERS must use the following the Response Format Outline: In order to expedite the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City's sole discretion. Proposals shall include the following information in the format indicated:

8.6.1 Executive Summary. The PROPOSER must provide a narrative summary that provides a management level overview of the project, staffing and organization chart. The response must not exceed 5 single-spaced, 8 1/2" x 11" pages.

8.6.2 Company Profile. The PROPOSER must provide a business profile of the company which addresses why it is uniquely qualified to meet the needs of this project. The response must not exceed 5 single-space, 8 1/2" x 11" pages.

8.6.3 Resumes. The PROPOSER must identify the key individuals who will be assigned to this project. Resumes must be provided for these individuals and include detail information on other systems they have implemented or supported with dates of start-up, etc. It is expected that the PROPOSER can demonstrate that they have completed at least two successful implementations of comparable Infor/Datastream CMMS applications within the past two (2) years.

8.6.4 Completed and fully executed Cost Forms found in Exhibit I of this RFP. Return with responses in a separate, sealed envelope clearly marked "San Jose International Airport - CMMS Implementation Cost Forms" and with the PROPOSER's name.

8.6.5 Proposals are to be typed and prepared on both sides of 8 1/2" x 11" **RECYCLED PAPER** (minimum of 20% post consumer waste). **Do not use hard cover loose-leaf binders for proposals. Use cover page and staple in upper left-hand corner or with a GBC binding.**

9 REFERENCES

9.1 List at least three references that can attest to your company's ability to implement and support this system. The references should be supplied as defined in Section 4 of this RFP. Please describe the type of system, size and nature of organization, and dates of implementation, commencement and completion. Provide contact person's name, position, and phone number for each organization.

10 ACCEPTANCE CRITERIA & FEE STRUCTURE

10.1 All fees for this project shall be paid based on and summed up to the nearest dollar for each deliverable as described in this RFP (Section 2 Scope of Services) and defined and detailed in Exhibit I San Jose Airport Datastream 7i CMMS Implementation Services Cost Form.

10.2 No fee shall be considered completed without the formal signature(s) inclusive of:

10.2.1 - The San Jose Airport CMMS Project Manager

10.2.2 - The San Jose Airport Facilities & Engineering CMMS Manager

11 ATTACHMENTS

11.1 Attachment A- Proposal Certification

11.2 Attachment B - Request for Contracting Preference for Local and Small Businesses. Submit this form with your proposal only if you wish to be considered for this preference. It may not be submitted late.

11.3 Attachment C - City's Terms and Conditions;

11.4 Attachment D - Insurance Provisions. Selected PROPOSER will be required to enter into an agreement with the City containing the terms and conditions and insurance provisions set forth in Attachments C and D. If you have any exceptions to the standard terms and conditions you must note them in your proposal. If there are no exceptions, submit the first page of each Attachment stating "No Exceptions".

11.5 Attachment E - Previous Customer Reference Worksheet

11.6 Exhibit I - SJC Airport CMMS Implementation Cost Form. **PROPOSER must complete and submit Cost Form, Exhibit I. Please follow the instructions included with the form.**

12 SELECTION PROCESS AND EVALUATION CRITERIA

12.1 Each and every proposal received in response to this RFP will be given the same due consideration by the Airport. All proposals received by the Airport will initially be reviewed for adequacy and completeness. Any proposal failing to adhere fully to the requirements set forth herein may result in the disqualification of the proposal from further consideration.

12.2 City staff will evaluate proposal submissions. The City reserves the right to interview prospective firms/individuals prior to making its selection. The City also reserves the right to rely on information from sources other than the information provided by the respondents.

12.3 Evaluation Criteria

Description	Weight
Proposal Responsiveness	Pass/Fail
Experience of PROPOSER	20%
Customer Satisfaction/Firm	20%
Technical Capabilities Relevant To This RFP	25%
Fee Structure (Cost)	25%
Local Business Enterprise	5%
Small Business Enterprise	5%

12.4 Experience of PROPOSER specifically states that they have demonstrated experience as defined within this document and meets or exceeds the minimum qualifications for this project. Additional weight shall also be added to those PROPOSERS who have additional experience beyond the minimum required.

12.5 Customer Satisfaction/Firm Reputation shall be graded specifically on the responses received from the PROPOSER's references given to the Evaluation team to interview.

12.6 Technical Capabilities Relevant to this project specifically relate to the engineering and implementation resources the PROPOSER shall specifically assign to this project. These must be resources committed to SJC Airport project specifically and may not be substituted for other

resources once the project is committed and started without prior written consent of San Jose Airport.

12.7 Fee structure relates not only to the overall project costs, but also in how the PROPOSER responds to deliverables outlined on the SJC Airport CMMS Implementation Cost Form with an emphasis on creating and delivering innovative ways to implement the specific deliverables contained within the Cost Form, as well as within this document.

12.8 Preference may also be extended to any Local or Small Business Enterprise that desires to respond to this RFP and meets the minimum requirements and qualifications for all PROPOSERS.

13 PROCESS INTEGRITY GUIDELINES

13.1 In accordance with Procurement and Contract Process Integrity and Conflict of Interest Council policy adapted on 02/07/2007, PROPOSERS may be disqualified from the procurement without further consideration for any of the following:

13.2.1 Evidence of collusion, directly or indirectly, among PROPOSERS in regard to the amount, terms, or conditions of this proposal.

13.2.2 Failure to direct all questions/inquiries through the contact listed in this document.

13.2.3 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

13.2.4 Any attempt to improperly influence any member of the selection staff.

13.2.5 Existence of any lawsuit, unresolved contractual claim or dispute between PROPOSER and the City.

13.2.6 Evidence of submitting incorrect information in the response to a solicitation or misrepresentation or failure to disclose material facts during the evaluation process.

14 GENERAL INFORMATION

14.1 Responses will be evaluated as outlined in Section Twelve (12).

14.2 Final award shall be contingent upon selected firm (Vendor) negotiating Terms and Conditions in substantial conformity to the terms listed in Attachment C of this RFP.

14.3 City reserves the right to accept an offer in full, or in part, or to reject all offers.

14.4 You must respond to this RFP by the due date and time as stated on the cover sheet of this document in order for your quotation to be considered.

14.5 The successful PROPOSER will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in Attachment D.

14.6 All questions/inquiries must be made through the contact listed on the cover sheet of this document, via e-mail. Contact with representative(s) other than name listed in this RFP is grounds for disqualification. The City will provide a written response to all questions in the form of an Addendum.

14.7 All costs associated with responding to this request are to be borne by the respondent.

14.8 It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San Jose contracts.

14.9 The PROPOSER shall be prepared to begin services within 30 days of contract signatures.

15 PUBLIC NATURE OF PROPOSED MATERIAL

15.1 All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

15.2 Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.

15.3 Do not mark your entire proposal as "confidential".

15.4 The City will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public records Act which provides the exemption as well as the factual basis for claiming the exemption.

15.5 Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San Jose may not be in a position to establish 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 will provide PROPOSERS who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

17 OBJECTIONS AND PROTESTS

17.1 OBJECTIONS

17.1.1 Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the Airport contact listed below. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

17.2 PROTESTS

17.2.2 If an unsuccessful PROPOSER wants to dispute the award recommendation, the Protest must be submitted in writing to the person listed in below no later than ten calendar days after announcement of the successful PROPOSER, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with the above Section. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.

17.3 The address for submitting objections or protests is;

**Attention: Mr. William Sherry
Director of Aviation,
San Jose Norman Y. Mineta International Airport
1732 North First Street, Suite 600
San Jose, CA 95113**

ATTACHMENT A - CERTIFICATION

Proposing Firm Name:		
Address:		
Telephone:		
Facsimile:		
Contact person name and title:		

PROPOSER REPRESENTATIONS

1. PROPOSER did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other PROPOSER in regard to the amount, terms, or conditions of this proposal.
2. PROPOSER additionally certifies that neither PROPOSER nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. PROPOSER acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. PROPOSER did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. PROPOSER hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:
 - ☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
 - ☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.
 - ☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
 - ☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents 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 that they have read and understand the RFP.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Complete additional signatures below as required per # 6 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	

ATTACHMENT B – LOCAL AND SMALL BUSINESS PREFERENCE

City of San Jose Request for Contracting Preference for Local and Small Businesses			
Chapter 4.06 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor. In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (<i>regardless of where they are located</i>) of your firm is 35 or fewer. There are two ways in which the preference can be applied. In procurements where price is the determinative factor (<i>i.e. there are not a variety of other factors being considered in the selection process</i>) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199. In procurements where price is not the determinative factor such, as an RFP, typically a variety of factors are evaluated to determine which proposal best meets the City's needs. In procurements such as these, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total points in the scoring.			
The following determinations have been made with respect to this procurement: (for official use only)			
Type of Procurement	☐ Bid	☐ Request for Quote	☒ Request for Proposal
Type of Preference	☐ Price is Determinative		☒ Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost		LBE preference = 5% of Points SBE preference = 5% of Points
In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.			
Business Name			
Business Address			
Telephone No.			
Type of Business	☐ Corporation	☐ LLC	☐ LLP
	☐ General Partnership	☐ Sole proprietorship	☐ Other (explain)
*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE In order to qualify as an LBE you must provide the following information: Current San Jose Business Tax Certificate Number Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County: 			
**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your entire business --NOT just local employees, or employees working in the office address given above. Please state the number of employees that your Business has: 			
Based upon the forgoing information I am requesting that the Business named above be given the following preferences (<i>please check</i>): ☐ Local Business Enterprise ☐ Small Business Enterprise I declare under penalty of perjury that the information supplied by me in this form is true and correct.			
Executed at: _____, California Date: _____ Signature _____ Print name _____			

**ATTACHMENT C
CITY OF SAN JOSE
CONSULTANT AGREEMENT
STANDARD TERMS AND CONDITIONS**

(Referenced exhibits not attached will be added to final agreement)

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from _____ to _____, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed _____ Dollars (\$_____). The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7.ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8.INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9.INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's _____ is empowered to terminate this AGREEMENT on behalf of CITY.

- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 16. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.
- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 18. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

SECTION 19. GIFTS.

- A. CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code.
- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

SECTION 20. DISQUALIFICATION OF FORMER EMPLOYEES.

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance"). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 21. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in **G, (if applicable)**, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 22. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 23.VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 24.PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

EXHIBIT D - INSURANCE

VENDOR, at VENDOR'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by VENDOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

1. The coverage described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 including products and completed operations; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.
4. Professional Liability Errors & Omissions.

B. Minimum Limits of Insurance

VENDOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 Aggregate Limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or VENDOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insured's as respects: Liability arising out of activities performed by or on behalf of, VENDOR; products and completed operations of VENDOR; premises

owned, leased or used by VENDOR; and automobiles owned, leased, hired or borrowed by VENDOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. VENDOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of VENDOR's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by VENDOR shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2 All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

VENDOR shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE
Risk Manager
801 North First Street, Room 110
San Jose, California 95110-1716

G. Subcontractors

VENDOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT E - PREVIOUS CUSTOMER REFERENCE WORKSHEET

Provide reference information for the product you are quoting and used in a manner and environment similar in size and scope to the requirements of this project. Copy this form as appropriate.

Name of Customer:	
Customer Address	
Customer Contact Name(s)	
Customer Contact Phone Number(s)	
Please describe the type of system, size and nature of organization, and dates of implementation, commencement and completion:	

EXHIBIT I – IMPLEMENTATION SERVICES COST FORM

STEP ONE (1)

Thoroughly reviewed the entire RFP proposal to familiarize your organization with the content including; the Introduction, Overview, Scope of Services, Minimum Requirements, Minimum Qualifications, Term of Agreement, Compensation and Work Hours, Submittal Requirements, References, Fee Structure, Attachments, Selection Process and Evaluation Criteria, in addition to all other pertinent sections required for this Proposal Response.

STEP TWO (2)

Thoroughly reviewed this form and compare the task required in Section 3 – which describes how SJC Airport requires services to be delivered. Then compare the individual deliverable sections described in Section 3 for each task and determine how you organization and partners (if applicable) will deliver services against those deliverables.

STEP THREE (3)

Based on the PROPOSERS formulation with regards to responding to the deliverables and/or services enter an amount in the space provided for the deliverable. Then Total services by task and overall services at the end of this form.

STEP FOUR (4)

Together with the other requirements for submittal as stated in Section Eight (8) and Section 11 of this RFP, submit this form to the contact listed on the front page of the RFP. Additional documentation may be submitted to support a particular technical, infrastructure, management, or deployment scenario the PROPOSER may be disposed to submit to the SJC Airport.

Implementation Workshops - Task 2.11	Cost
Cost for Deliverables Under Task 1.1.1	
Core Team Training – Task 2.2.1	Cost
Cost for Deliverables Under Task 2.2.1	
Pre-Implementation Preparation – Task 2.3.1	Cost
Cost for Deliverables Under Task 2.3.1	
Product Implementation & Testing – Task 2.4.1	Cost
Cost for Deliverables Under Task 2.4.1	
Advanced Reporting Training - Task 2.5.1	Cost
Cost for Deliverables Under Task 2.5.1	
End-User Training Curriculum Development and Delivery - Task 2.6.1	Cost
Cost for Deliverables Under Task 2.6.1	
Hourly Rates for Deliverables - Task 2.7.1	Cost
Computer Technician	
CMMS Project Manager	
CMMS Technical Consultant	
Total Services	