

Solicitation RFQ 08-09-0416

GIS Layer Services (for Sidewalks, Curbs & Gutters)



City of San Jose

Bid RFQ 08-09-0416 GIS Layer Services (for Sidewalks, Curbs & Gutters)

Bid Number RFQ 08-09-0416
Bid Title GIS Layer Services (for Sidewalks, Curbs & Gutters)

Bid Start Date Apr 16, 2009 6:17:32 PM PDT
Bid End Date May 13, 2009 4:00:00 PM PDT
Question & Answer End Date Apr 29, 2009 5:00:00 PM PDT

Bid Contact Maria L Contreras-Tanori
 408-535-7099
 maria.contreras-tanori@sanjoseca.gov

Contract Duration 1 year
Contract Renewal 1 annual renewal
Prices Good for 1 year

Bid Comments The City of San José is soliciting quotes from firms interested in providing contractual services to create Sidewalk, Curb & Gutter GIS layers per attached specifications. The GIS layers will be incorporated into the City's current Oracle 10g (Release 2) GIS Enterprise data model.

Contractor shall possess GIS and Oracle Spatial expertise to identify, digitize and develop Sidewalk, Curb & Gutter GIS Layers (estimated at 7,300 miles of sidewalk and 7,300 miles of curb-and-gutter) using the 2001 and 2006 digital ortho-rectified aerial photos (ortho-photos).

The term of the agreement will be for initial year purchase and related services. The City reserves the right to extend the contract for one additional twelve month extension for a total of two years.

BASIS OF AWARD is Non-Price Determinative. Award will be based on the following criteria and weights:
 Price 40 %
 Experience 25 %
 References 25 %
 LBE Preference 5 %
 SBE Preference 5 %

Item Response Form

Item RFQ 08-09-0416-1-01 - Program Management
Quantity 1 lump sum
Unit Price
Delivery Location City of San Jose
CSJ PW Dev/Engineering
 200 E Santa Clara St. 5th Fl
 San Jose CA 95113
 Qty 1

Description
 Overall Program Management

Item RFQ 08-09-0416-1-02 - Data Capture Services

Quantity 1 lump sum

Unit Price

Delivery Location City of San Jose
CSJ PW Dev/Engineering
200 E Santa Clara St. 5th Fl
San Jose CA 95113
Qty 1

Description
Data Capture Services (by GIS Technician)

Item RFQ 08-09-0416-1-03 - QA/QC Services

Quantity 1 lump sum

Unit Price

Delivery Location City of San Jose
CSJ PW Dev/Engineering
200 E Santa Clara St. 5th Fl
San Jose CA 95113
Qty 1

Description
AW/QC Services (by Senior GIS Technician)

Item RFQ 08-09-0416-1-04 - Data Loading Services

Quantity 1 lump sum

Unit Price

Delivery Location City of San Jose
CSJ PW Dev/Engineering
200 E Santa Clara St. 5th Fl
San Jose CA 95113
Qty 1

Description
Data Loading Services (by GIS Analyst)

Item RFQ 08-09-0416-1-05 - Shipping/Freight (if applicable)

Quantity 1 lump sum

Unit Price

Delivery Location City of San Jose
CSJ PW Dev/Engineering
200 E Santa Clara St. 5th Fl
San Jose CA 95113
Qty 1

Description
Enter zero if not applicable.

Item RFQ 08-09-0416-1-06 - Other (if applicable)

Quantity	1 lump sum
Unit Price	
Delivery Location	City of San Jose <u>CSJ PW Dev/Engineering</u> 200 E Santa Clara St. 5th Fl San Jose CA 95113 Qty 1
Description	
Other Miscellaneous if applicable. Enter zero if not applicable.	



REQUEST FOR QUOTE

GIS Layer Services

RFQ # 08-09-0416

April 16, 2009

1 INTRODUCTION

- 1.1** The City of San José (hereinafter "CITY") is soliciting quotes from firms (hereinafter "Contractor") interested in providing contractual services to create Sidewalk, Curb & Gutter GIS layers (two features) that will be incorporated into the City's current Oracle 10g (Release 2) GIS Enterprise data model.
- 1.2** Contractor shall possess GIS and Oracle Spatial expertise to identify, digitize and develop Sidewalk, Curb & Gutter GIS Layers (estimated at 7,300 miles of sidewalk and 7,300 miles of curb-and-gutter) using the 2001 and 2006 digital ortho-rectified aerial photos (ortho-photos).
- 1.3** The term of the agreement will be for initial year purchase and related services. The City reserves the right to extend the contract for one additional twelve month extension for a total of two years.

2 DESIRED QUALIFICATIONS

The desired qualifications for CONTRACTORS responding to this RFQ are as follows:

- 2.1** CONTRACTORS should provide a statement of qualifications that demonstrates firms experience in:
 - 2.1.1** GIS application architecture, design, development, QA and deployment
 - 2.1.2** Consistently using software standards and best practices
 - 2.1.3** Experienced staff in project management, application analysis and GIS layering services
- 2.2** CONTRACTORS should submit three customer references of organizations/clients, including their contact information, for which Contractor has performed similar services and that demonstrate expertise in Project Management, approach and methodology for GIS layering.

3 COMPLETE RFQ

This RFQ is made up of several sections. Contractors should fully review the entire RFQ document, which includes the following documents:

- 3.1** General Information & Specifications
- 3.2** RFQ Instructions
- 3.3** RFQ Supplier Acknowledgement Form
- 3.4** Insurance Requirements
- 3.5** Local Business Enterprise (LBE) and Small Business Enterprise (SBE) Preference
- 3.6** Service Order Terms and Conditions
- 3.7** Previous Customer Reference Worksheet
- 3.8** Confidentiality Agreement

4 **RESPONSE DOCUMENTS/SUBMISSION REQUIREMENTS**

4.1 Cost Quote – CONTRACTOR's shall submit an on-line quote and attached detailed breakdown for each task.

4.2 Attachments

4.2.1 Attachment A – Previous Customer Reference Worksheet (per Section 2)

4.2.2 Attachment – Local and Small Business Preference (if applicable), this form must be provided if the CONTRACTOR is requesting consideration. If this form is not included with your proposal, consideration for local and small business preference shall not be granted. This form may not be submitted at a later date.

5 **REVIEW PROCESS/EVALUATION CRITERIA**

5.1 PROPOSAL RESPONSIVENESS. (PASS/FAIL):

5.1.1 Required Documentation: Proposals will be reviewed to determine if all required documentation was included with your proposal submittal as described in Section 4.

5.1.2 Proposals that fail to contain the required documents with their technical and cost proposals will be disqualified from further consideration.

5.2 PROPOSAL REVIEW AND EVALUATION

5.2.1 The Proposals will be evaluated against the general criteria and weighted scores will be applied as described in Section 5.3.

5.2.2 The City may seek written clarification from any or all CONTRACTORS in order to better understand and evaluate the proposed solution. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

5.3 PROPOSAL EVALUATION/WEIGHTING CRITERIA

Description	Weight
Responsiveness	Pass/Fail
Experience of CONTRACTOR and Customer Satisfaction (timely delivery of quality projects, years in business, customer satisfaction, reputation)	25%
References (Quality of references)	25%
Cost – Fee Structure (based on the initial acquisition and implementation cost, plus maintenance/support for 5 year period)	40%
Local Business Enterprise	5%
Small Business Enterprise	5%
Total	100%

- 5.4 The final award recommendation will be based on the highest scoring quote proposal as determined by total points and rank using criteria and weights as stated above.

6 BASIS OF AWARD

- 6.1 Award will be based on the overall highest ranked CONTRACTOR score in accordance with Section 5.3.
- 6.2 Should the City, in its sole discretion, determine that a secondary award is required, award will be to the second highest ranked CONTRACTOR.
- 6.3 Should either of the selected CONTRACTORS fail to provide post award documents as required, the City, in its sole discretion, may withdraw the award recommendation, and select the next highest ranked CONTRACTOR for award.
- 6.4 The City reserves the right to accept an offer in- full, or in-part, or to reject all offers.

7 GENERAL INFORMATION

- 7.1 Do not include sales tax in your price quotation. The City will work with the selected supplier to add sales tax as appropriate, and will incorporate it into the Purchase Order.
- 7.2 The City reserves the right to verify any information provided during the RFQ process and may contact references listed or any other persons known to have contracted with the CONTRACTOR.

8 SCOPE OF SERVICES

- 8.1 Contractor shall identify up to 7,300 miles of sidewalk and 7,300 miles of curb and gutter from CITY's 2001 and 2006 ortho-photos and vector layers (street centerline, street right-of-way (ROW) and 2001 planimetric edge of pavement linear features).
- 8.2 Contractor shall create line features for all sidewalks and curbs-and-gutters to be digitized. Optionally, Contractor shall create a polygon feature for all sidewalks to be digitized. Once a sidewalk and curb-and-gutter have been identified from the ortho-photo, Contractor shall place a parallel line feature at the center of each sidewalk and curb-and-gutter. Optionally, once a sidewalk has been located using the ortho-photo, Contractor shall place a polygon feature on top of the physical sidewalk. Contractor shall use sound judgment when determining sidewalk and curb-and-gutter locations. Any inquiries should be directed to CITY. The delivered data should maintain an overall spatial accuracy of +/- 2ft.
- 8.3 CITY will provide a proposed sidewalk and curb-and-gutter Data Model (tables and other Oracle objects) outlining the primary key column along with other associated attributes. Contractor shall be responsible for assigning a unique primary key ID (managed through a database sequence) to each sidewalk and curb and gutter and to conflate the closest street segment ID (known as the foreign key) to each asset. The remainder of the attributes shall remain NULL and will be populated by CITY upon acceptance. Optionally, existing maintenance data from CITY's DOT can be conflated to the new GIS layer using standard attributes that stakeholders developed.
- 8.4 Contractor shall deliver the following:

9 DELIVERABLES

The CONTRACTOR shall deliver the following:

- 9.1** Sidewalk and curb-and-gutter GIS layers in a format that can be loaded into Oracle Spatial.
- 9.2** Sidewalk and curb-and-gutter GIS layers in Oracle Spatial oriented line geometries, not Intergraph's GeoMedia oriented line geometries. Optionally, sidewalk GIS layer shall be Oracle Spatial oriented polygon geometries and not Intergraph's GeoMedia oriented polygon geometries. Optionally, sidewalk and curb-and-gutter geometries and attributes to include existing maintenance data collected from CITY's DOT using standard attributes developed by CITY's stakeholders.
- 9.3** Associated sidewalk and curb-and-gutter FGDC-compliant metadata.
- 9.4** A detailed workflow document outlining the steps involved in loading the sidewalk and curb-and-gutter data and ensuring the data loads successfully into the City's existing Data Model. Note: City owns Safe Software's FME 2009.
- 9.5** Contractor shall deliver the sidewalk and curb-and-gutter GIS layers to CITY in the specified coordinate system described below.
- 9.6** Contractor shall perform the above tasks on a pilot area to be designated by CITY. Upon CITY's review and acceptance of the pilot, Contractor shall resume the above tasks on all production areas (4 areas to be designated by CITY). Sidewalk and curb-and-gutter data delivered for each area will be reviewed and accepted by CITY if it meets City specifications.
- 9.7** Contractor shall deliver the data with 98% accuracy, both in terms of spatial and attribute accuracy and completeness.
- 9.8** Contractor shall provide complete delivery of the dataset within 360 days from the time the notice to proceed is issued, or another date as agreed to in writing by CSJ and Contractor.
- 9.9** Contractor shall provide a Gantt chart using Microsoft Project to monitor bi-weekly project progress along with brief written reports. Contractor may use web-conferencing tools to assist CSJ remotely during the implementation of the project.
- 9.10** CSJ will provide, and Contractor shall sign, a non-disclosure agreement regarding the use and return of all digital files, provided by City, upon completion of the project. These digital files consist of 2001 and 2006 ortho-photos and vector layers (street centerline, street ROWs and 2001 planimetric edge-of-pavement linear features, and any other project-related data that CSJ provides Contractor).

- 9.11** CSJ will provide vector layers consisting of street centerline and street ROW data (including planimetric edge-of-pavement geometries) and ortho-rectified aerial photos of CSJ taken in 2001 and 2006 that Contractor shall use in locating and creating the sidewalk and curb-and-gutter GIS line and related attributes. Optionally, Contractor shall use the same datasets in locating and creating the sidewalk GIS polygons and related attributes. These digital files will be furnished in California State Plane Coordinate-Zone III. Horizontal datum shall be NAD 83; vertical datum shall be NVAD/NGS 1998, however all z values should be zero as a placeholder for future 3D coordinate capture. Working units shall be in Survey Feet. The 2001 photos are 3-inch pixel resolution and accurate to +/-1 foot in the valley floor and 9-inch pixel resolution and accurate to +/-5 feet in the hilly areas. For the vector layers, the horizontal spatial accuracy is +/-2 feet.

10 CITY RESPONSIBILITIES

- 10.1** City will use Intergraph GeoMedia technology to perform its internal QA/QC and provide its findings in a GeoMedia-compliant Access Database for further review.

11 COST INFORMATION

- 11.1** Contractor shall provide cost quote on-line by the major cost categories provided and shall also provide a cost breakdown of each task as an attachment corresponding to on-line quote. Contractor shall also include any Project Management costs if any.

12 GIS LAYER SPECIFICATIONS

- 12.1** Contractor shall use sound judgment when determining Sidewalk and Curb-and-Gutter locations.
- 12.2** Contractor shall digitize linear features (or optionally, polygons for sidewalks) for the 7,300 miles of Sidewalk and 7,300 miles of Curb-and-Gutter using 2001 and 2006 ortho-photos and vector layers (street centerline, parcel and ROW including planimetric geometries) provided by City.
- 12.3** Contractor shall refer to the following hierarchy of reference when creating the line feature or optionally, the polygon feature, of the Sidewalk GIS layer and line feature of Curb and Gutter GIS layer. This includes:
- 12.3.1** 2006 rectified ortho-photo
 - 12.3.2** 2001 rectified ortho-photo (for reference only)
 - 12.3.3** Public ROW layer
 - 12.3.4** Parcel
 - 12.3.5** Edge-of-Pavement planimetric geometries
 - 12.3.6** Sphere of Influence (City boundary)

12.4 DATA CAPTURE GUIDELINES:

12.4.1 Contractor shall place a line feature or optionally, a polygon feature, on the Sidewalk GIS layer and a line feature on the Curb-and-Gutter GIS layer that are located within the sphere of influence public ROW in the following areas:

12.4.2 Residential (RE)

12.4.3 Collector (CO)

12.4.4 Minor Arterial (MI)

12.4.5 Major Arterial (MA)

12.4.6 Expressway (EX)

- Almaden Expressway
- Capitol Expressway
- Capitol Expressway Auto Mall
- Southwest Expressway
- Montague Expressway
- San Tomas Expressway
- Lawrence Expressway

12.4.7 Contractor shall draw a line feature or optionally, a polygon, on top of a Sidewalk to be digitized using the ortho-photo as reference

12.4.8 Contractor shall place a line feature along the Face of Curb (FOC) using the ortho-photo as reference.

12.4.9 Contractor shall take note that if Sidewalk and Curb-and-Gutter are difficult to determine using the 2006 ortho-photo, use the 2001 ortho-photo to determine the location of these assets.

12.4.10 Contractor shall consider only those Sidewalk and Curb-and-Gutter shown in the 2006 ortho-photo. Contractor shall ignore assets present in the 2001 ortho-photo, but not in the 2006 ortho-photo.

12.4.11 Contractor shall assign a primary key sequential ID to each Sidewalk and Curb-and-Gutter and conflate the street segment ID for the street along which the sidewalk and curb-and-gutter runs (foreign key) for each Sidewalk and Curb-and-Gutter. City staff will provide a Sidewalk and Curb-and-Gutter data model including the primary key column and other related attributes. These attributes will remain NULL to be populated by City staff upon acceptance except for attributes such as: LATITUDE, LONGITUDE, ATTR_MOD_DATE, and GEO_MOD_DATE. These attributes will be populated by Contractor.

12.4.12 Contractor shall incorporate the attributes of existing Sidewalk and Curb-and-Gutter assets that are currently maintained by City staff in tabular format. Optionally, City staff will geo-code these existing attributes, but Contractor is required to provide quotes to perform this task.

12.5 CONTRACTOR SHALL DELIVER DATA USING THE FOLLOWING GUIDELINES:

12.5.1 Sidewalk and Curb-and-Gutter GIS layers shall be in a format that can be loaded into Oracle Spatial.

12.5.2 Sidewalk and Curb-and-Gutter GIS layers shall consist of a unique identifier and related street ID.

12.5.3 The Sidewalk GIS layer shall be Oracle Spatial oriented line geometry or optionally, a polygon geometry. Likewise, the Curb and Gutter GIS layer shall be Oracle Spatial oriented line geometry.

12.5.4 Associated Sidewalk and Curb-and-Gutter shall be FGDC-compliant metadata.

12.5.5 A detailed workflow shall be presented to CSJ, outlining the procedure of loading the data to ensure it loads successfully into the City's existing Enterprise Data Model.

12.5.6 Sidewalk and Curb-and-Gutter GIS layers shall have an overall spatial accuracy of +/- 2ft.

12.5.7 Sidewalk and Curb-and-Gutter GIS layers shall conform to the specified coordinate system in California State Plane Coordinate Zone III with Horizontal Datum in NAD 83, Vertical Datum in NVAD/NGS 1998, US Feet (Survey Feet) as Working Unit and Storage Center is 0,0.

12.6 DEFINITIONS (EXTRACTED FROM THE SAN JOSE MUNICIPAL CODE)

12.6.1 Street - a public right-of-way owned by the City of San José whose primary function is to carry vehicular traffic and shall also include sidewalks, park strips and tree planting easements.

12.6.2 Park Strip - that area of the street lying between the face of curb and the sidewalk.

12.6.3 Street Tree - any tree on a street. It can be planted in two locations within the public ROW: one is usually between ROW and curb, normally one side of the sidewalk in a planting strip or area. The second is along the middle of the street in median islands that contain planting strips or cutouts.

12.7 DIAGRAMS

12.7.1 EXHIBIT A: Sidewalk and Curb and Gutter Configurations – Arterial/Collector.

12.7.2 EXHIBIT B: Sidewalk and Curb and Gutter Configurations – Residential.

12.7.3 EXHIBIT C: Sidewalk and Curb and Gutter Configurations – Industrial.

12.7.4 EXHIBIT D: Standard Residential Return and Detached Sidewalk.

12.7.5 EXHIBIT E: Residential and Commercial Driveway Attached Sidewalk (8' to 12').

12.8 TABLE STRUCTURE

12.8.1 EXHIBIT F: Table Structure

EXHIBIT A: Sidewalk and Curb and Gutter Configurations – Arterial/Collector

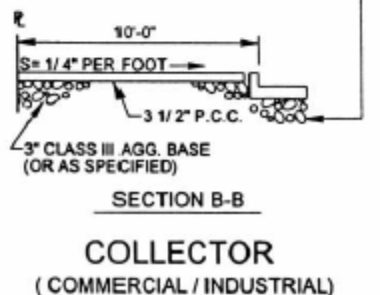
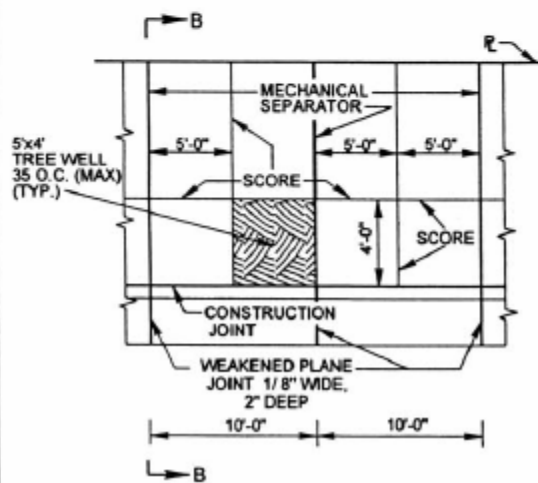
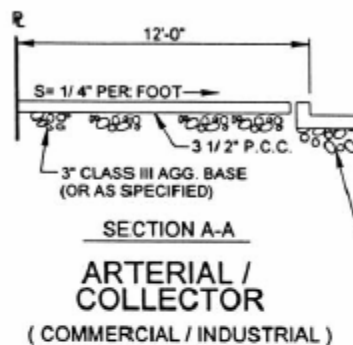
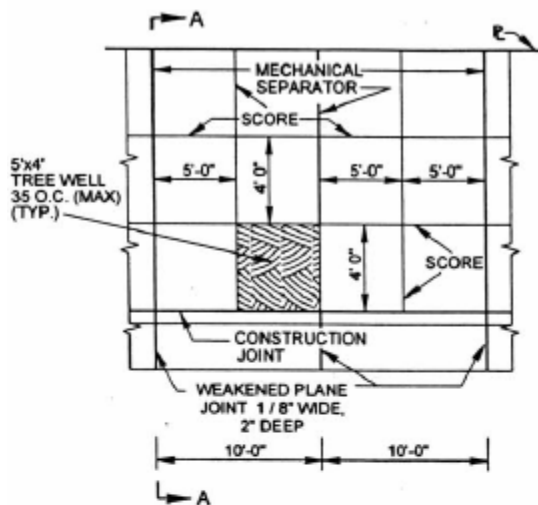


EXHIBIT B:
Sidewalk and Curb and Gutter Configurations – Residential.

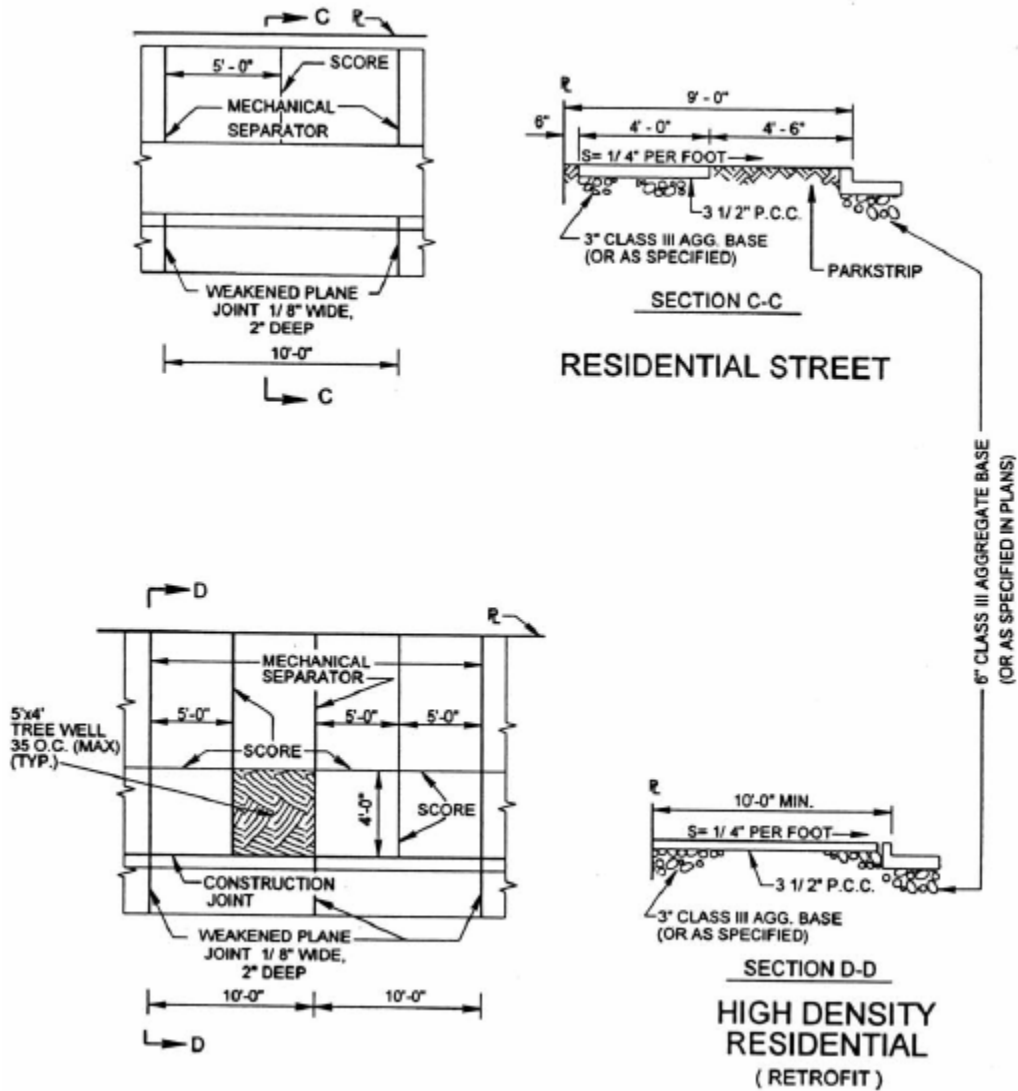
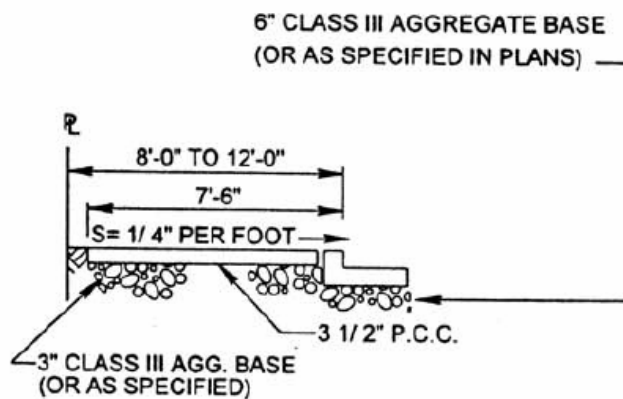
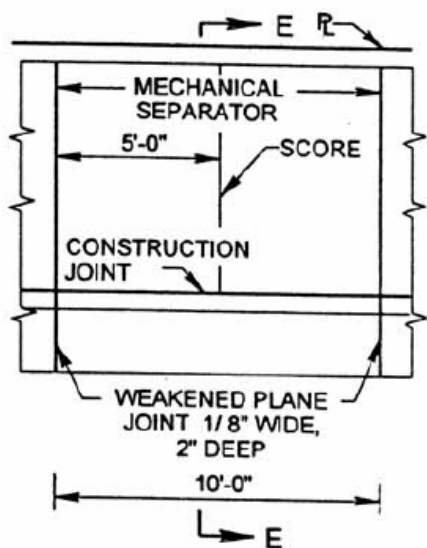
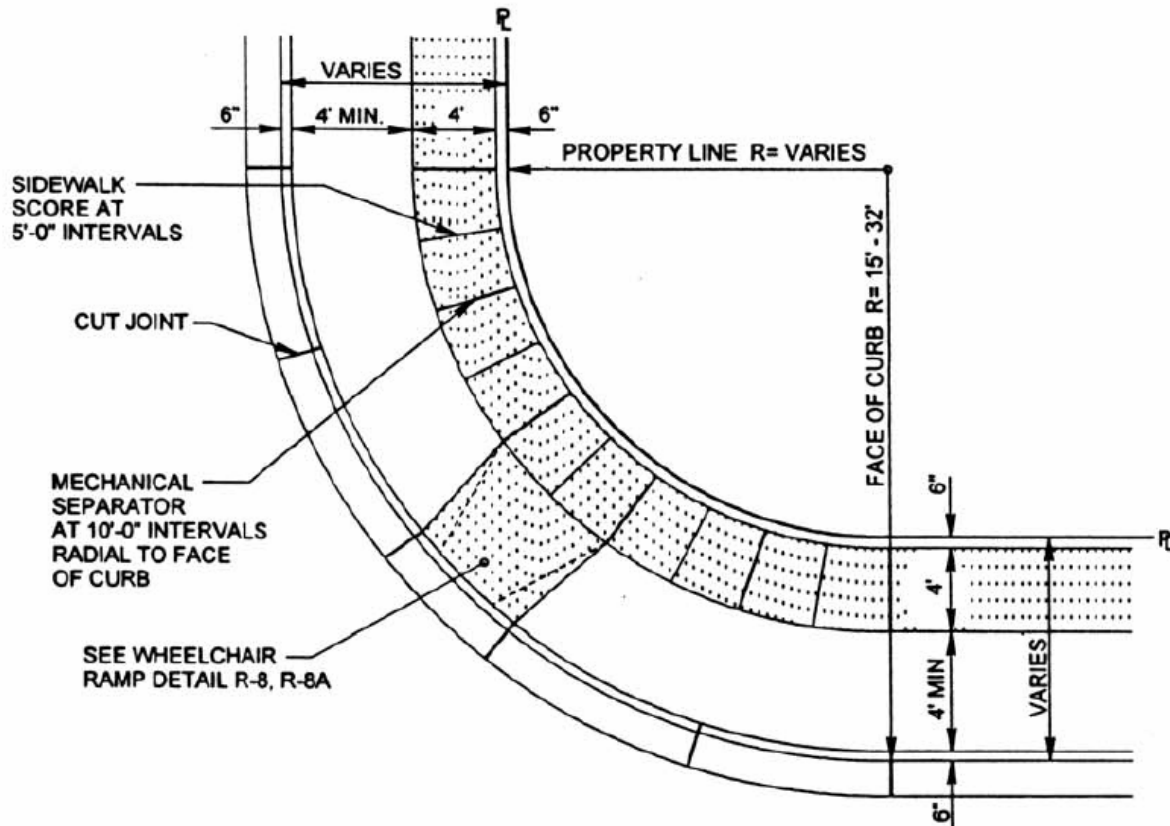


EXHIBIT C:
Sidewalk and Curb and Gutter Configurations – Industrial.



INDUSTRIAL
 (RETROFIT)

EXHIBIT D: Standard Residential Return and Detached Sidewalk



Technical drawing illustrating the cross-section of a sidewalk construction, showing various components and dimensions:

- SCORE AT 1/4 POINTS**: Indicated by arrows pointing to the top surface of the sidewalk.
- MECHANICAL SEPARATOR**: Shown as a layer between the sidewalk and the underlying structure.
- CONSTRUCTION JOINT**: A vertical joint in the sidewalk structure.
- WEAKENED PLANE JOINT OR CUT JOINT**: A joint designed to allow for movement, specified as $1/8"$ WIDE, $2"$ DEEP, with $10'$ INTERVALS (MAX.).
- Dimensions**:
 - $4' - \text{VARIES}$: Dimension for the sidewalk width.
 - $5' - 0"$: Dimension for the sidewalk width.
 - $16' - 0"$ MIN. - $32' - 0"$ MAX. (COMMERCIAL)
 - $12' - 0"$ MIN. - $26' - 0"$ MAX. (RESIDENTIAL)
 - $1' - 6"$: Dimension for the sidewalk width.
 - $6"$ MIN. (COMMERCIAL)
 - $4"$ MIN. (RESIDENTIAL)
 - $3/4"$: Dimension for the sidewalk width.
- Labels**:
 - SIDEWALK**: Label for the top surface.
 - BETWEEN DRIVEWAYS**: Label for the section between driveeways.

S= 1.5" PER FOOT—

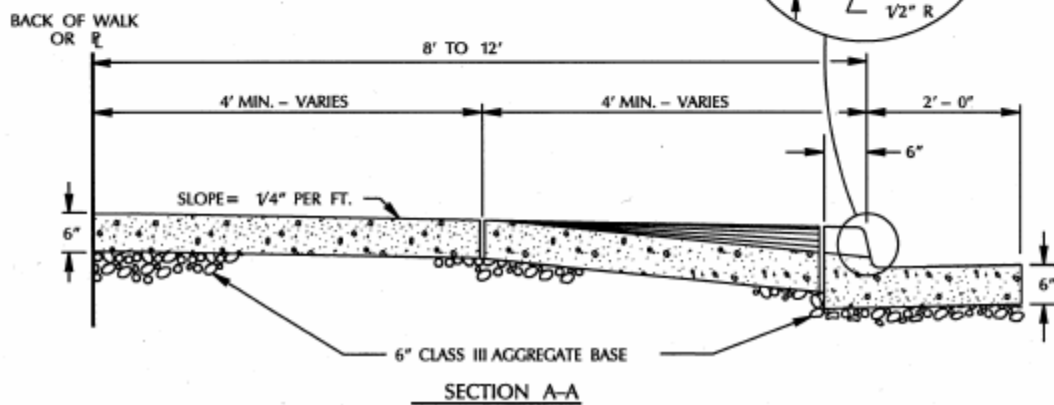


EXHIBIT F: Table Structure

FIELD NAME	DESCRIPTION	UNITS	COMMENTS
SIDEWALK_ID	UNIQUE SEQUENTIAL ID		
CURB AND GUTTER_ID	UNIQUE SEQUENTIAL ID		
STREET SEGMENT ID			
MATERIAL			
CONDITION			
SIDEWALK_TYPE	ACC, AC Berm		
CURB AND GUTTER_TYPE	A1-B3, A-2, B-1, B3-6, B3-8, V-VALLEY GUTTER		
SIDEWALK_WIDTH		Inch	
SIDEWALK_LENGTH		Ft	
MECHANICAL SEPARATOR	10' INTERVALS RADIAL TO FOC		
SIDEWALK_SCORE	5' INTERVALS		
TREE WELL	Y/N		
STREET CLASS	RESIDENTIAL, COLLECTOR, ARTERIAL, INDUSTRIAL		
WHEELCHAIR RAMP	Y/N		
STANDARD RESIDENTIAL RETURN AND DETACHED SIDEWALK			
RESIDENTIAL AND COMMERCIAL DRIVEWAY ATTACHED SIDEWALK	8' TO 12'		
RESIDENTIAL AND COMMERCIAL DRIVEWAY	EXISTING ATTACHED SIDEWALK < 8'		
SIDEWALK DAMAGE	DAMAGED CAUSED BY TREES, OLD AGE, UTILITY AND SEWER		
CURB AND GUTTER DAMAGE			
ATTR_MOD_DATE	DATE WHEN ATTRIBUTES MODIFIED		
GEO_MOD_DATE	DATE WHEN GEOMETRIES MODIFIED		
GDO_GEOMETRY	SPATIAL X,Y		
HYPERLINK_DETAIL	LINK TO ASSOCIATED PLANS		
OBSERVATION			
NOTE			

ATTACHMENTA – PREVIOUS CUSTOMER REFERENCE WORKSHEET

Provide reference information for the product you are proposing and used in a manner and environment similar in size and scope to the requirements of this project.

Please copy this form as appropriate.

CONTRACTOR Company Name:

Name of Customer:

Customer Contact and Title:

Customer Address:

Customer Phone No.:

Email:

Location:

Date of performance period:

Date of final acceptance:

Term of contract (start/end date)

Dollar value of Contract

\$

Provide a brief description of the work that you performed for this customer and the general technology used (use additional sheets if necessary):

(Use additional sheet(s) as needed)

REQUEST FOR QUOTATION (RFQ) – INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE QUOTATION:

Your response to this Request may be submitted electronically on-line or in hard copy by mail or fax. Please follow the instructions below.

(a) **Electronic Submission.** The City of San José "CITY" prefers that quotes be submitted electronically. Suppliers must register with RFP Depot and complete the required supplier registration and the supplemental supplier qualifications that are specific to the CITY. The link to RFP Depot may be located through the City's Bidline web site at www.sanjoseca.gov. Electronic quotes may be submitted through a secure mailbox until the date and time as indicated in this RFQ. It is the sole responsibility of the supplier to ensure their quote reaches RFP Depot, LLC before the closing date and time. **There is no cost to the supplier to receive or submit electronic quotes using RFP Depot.**

(b) **Hard Copy Submission.** If the supplier chooses to submit the quote directly in writing: This form must be signed in ink and delivered to CITY, 200 East Santa Clara Street, 13th floor, San José, CA 95113 or faxed to (408) 292-6480 by the due date and time. The "Request for Quotation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item quoted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and must be initialed in ink by person signing quotation. Unit price will govern, if there is an error in the extension. Faxed quotes are submitted at the sole option and risk of the supplier. Access to the Purchasing fax machine is on a "first come first served" basis and CITY does not guarantee the supplier's access to the machine at any particular time.

2. QUOTATION PREPARATION:

(a) The time stated as the deadline for response submittal is critical and must be adhered to as specified.

(b) Unless specifically stated as "no substitutions allowed", whenever an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by CITY. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. The CITY reserves the right to test and evaluate the product. At supplier's expense, Supplier bears sole responsibility for providing any information, test data or document required by the CITY to fully evaluate the acceptability of the "or equal." At Supplier's expense, this full evaluation may require independent testing, including destructive testing at qualified test facilities. If the supplier lists a trade name and/or catalog number in the quote, CITY will assume the item meets the specifications unless the quote clearly states otherwise, and describes specifically how it differs from the item specified. All products are to be of new, unused condition, unless otherwise requested in this solicitation.

(c) By submitting the quotation the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, that prices quoted are correct, and the supplier agrees to comply with the terms, conditions and specifications in this document.

(d) The City may designate incomplete quotes as non-responsive.

3. **LABOR COMPLIANCE:** If Living and/or Prevailing Wage is required for this procurement, supplier shall be required to sign and submit a hardcopy of the Labor Compliance Addendum within ten days after notification of award. The addendum and all wage requirements will be included with each RFQ as applicable.
4. **INSURANCE REQUIREMENTS:** CITY's insurance requirements are included with this document. The supplier recommended for award must provide proof of insurance within ten calendar days after notice of award.

5. LOCAL AND SMALL BUSINESS PREFERENCE

It is the policy of the City of San José to encourage local and small business activity in accordance with Municipal Code Section 4.12.320.

(a) Suppliers responding electronically to this solicitation must register with RFP Depot and complete the "Qualifications for this Agency" under the "Steps for Placing a Bid" section of the on-line solicitation. In order to request the Preference in an on line submission, Suppliers must complete the required on-line form and submit to the City for consideration.

(b) Suppliers submitting written quotes must complete and sign the Local and Small Business Preference form attached. If this form is not properly completed and submitted with the quote, suppliers will not be granted the preference, even if the supplier would otherwise qualify.

(c) If the basis of award is price determinative (awarded to the low supplier) then the amount of the preference shall be 2.5% of cost for Local and an additional 2.5% of cost for Small.

(d) If the basis of award is points determinative ("best value") then the amount of the preference shall be 5% of total points for Local and an additional 5% of total points for Small.

6. **RFQ AMENDMENTS:** Answers to questions submitted through RFP Depot shall be considered addenda to the RFQ. All addenda and notices related to this procurement will be posted by CITY on RFP Depot. In the event this RFQ is obtained through any means other than RFP Depot, CITY will not be responsible for the completeness, accuracy, or timeliness of the final RFQ, as received by Supplier.

7. AWARD OF CONTRACT

(a) The results of the RFQ process may be publicly reviewed after award on RFP Depot.

(b) Suppliers will receive a notification of award via RFP Depot. At such time, suppliers may protest the award recommendation by following the protest procedure described in Section 8 of this document.

(c) The recommended winning supplier shall have ten calendar days from the notification of award to provide verification of insurance and complete and submit the Labor Compliance Addendum, if required for the RFQ. If required documentation is not received within ten calendar days after notification of award, CITY may declare the recommended winning supplier's quote non-responsive and award the purchase order to the second low or second most advantageous supplier.

(d) After receipt of all required documentation, CITY will issue a Purchase Order or Agreement for the required products and/or services. Supplier shall not provide any service.

ship product, or invoice CITY until such time that a properly executed Purchase Order or Contract has been issued by CITY. Failure to do so may result in returning product at the supplier's expense or non-payment of services provided.

(e) For price determinative solicitations, CITY may accept any item or group of items, or the overall low quote.

(f) CITY reserves the right to cancel part or the entire RFQ at any time prior to issuance of a purchase order or execution of an agreement.

(g) CITY reserves the right to reject any or all quotes or waive any informality or technicality in any quote received.

(h) Before or after the award of a contract CITY has the right to inspect the supplier's premises and all business records to determine the supplier's ability to meet contract requirements.

(i) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount.

(j) Multiple purchase orders or agreement may be awarded if CITY determines it would be in its best interest.

(k) For quotations with renewals, all renewals shall be considered as options to renew and will be exercised at the sole discretion of the City.

8. OBJECTIONS AND PROTESTS

(a) Suppliers objecting to the specifications contained in the RFQ must contact the procurement officer listed in the RFQ in writing (e-mail or fax are acceptable) as soon as possible. Objections must be as specific as possible and identify the item number as well as a description and rationale for the objection.

(b) If an unsuccessful supplier wants to dispute the award recommendation, the Protest must be submitted in writing to the Chief Purchasing Officer no later than ten calendar days after announcement of the successful supplier. Protest must detail the grounds, factual basis and provide all supporting information. Protests will not be considered for disputes of quote requirements and specifications, which must be addressed in accordance with Section 8.(a) above. The Chief Purchasing Officer's decision regarding the protest is final.

(c) The address for submitting protests is:

CITY of San Jose
200 East Santa Clara Street, 13th Floor
San Jose, CA 95113
Attn: Chief Purchasing Officer

9. PROTECTED INFORMATION: All material becomes the property of CITY. Quotes submitted may be reviewed and evaluated by any persons at the discretion of CITY.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. CITY also encourages

contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this RFQ.

- 11. ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** Suppliers are encouraged to offer Energy Star, Green Seal, EcoLogo, or EPEAT certified products. CITY also encourages contractors to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization, and toxicity in the manufacture and use of products.
- 12. CITY BUSINESS TAX:** If the Supplier is not currently doing business in San José, the supplier shall have to pay a CITY Business License Tax prior to any commencement of work. For more information, you may contact the Business Tax Office at (408) 535-7055 to determine costs, or Web Site: <http://www.csjfinance.org/>

Supplier Acknowledgement Page

RFQ Number: RFQ 08-09-0416

RFQ Name: GIS Layer Services (for Sidewalks, Curbs & Gutters)

Electronic Submission: If you are submitting an on-line quotation, you must complete the required information in this form, and electronically sign the document.

Hard Copy Submission: If you are submitting a paper quotation, you must print this form, and complete and sign the required information.

The undersigned supplier hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this quotation have been carefully reviewed and are submitted as correct and final. Supplier further certifies that it is authorized to make this response and agrees that it can and will furnish all products/services meeting the specifications of this Request for Quotation upon which prices are extended at the unit price offered, and upon the City's Standard Terms and Conditions.

Supplier Name:

Name (signature):

Name (print):

Title:

Executed at: City, State

Date:

INSURANCE REQUIREMENTS FOR CONTRACTORS
(Standard for Contractors)

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including products and completed operations, and X, C, U where applicable; and
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto," or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; 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 Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

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

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, its officials, employees, agents and contractors are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of, the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, agents and contractors.
- b. The CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the CITY, its officials, employees, agents or contractors shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, employees, agents, or contractors.
- d. Coverage shall state that the CONTRACTOR'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 clause 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 the CITY.

E. Acceptability of Insurers

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

F. Verification of Coverage

CONTRACTOR shall furnish the CITY with certificates of insurance and with original endorsements affecting coverage required by this clause. 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 – Human Resources
Risk Management
200 East Santa Clara St. 2nd Floor Wing
San Jose, CA 95113-1905

Phone: 408-535-7063
Fax: 408-286-6492

G. Subcontractors

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

City of San José
Request for Contracting Preference for Local and Small Businesses

Suppliers Note: You do not need to complete this form if you are submitting an electronic response to a City solicitation (Request for Quotation, Request for Bid, Request for Proposal) on the RFPDepot system, completed the City of San José Supplemental Qualifications, and checked the appropriate LBE/SBE check-boxes on the Supplemental Qualifications. Contact RFPDepot directly at 1-800-990-9339, if you have any questions in completing this information.

You do need to print and complete this form, if you are submitting a paper response to a City solicitation and want to be considered for the preference.

Chapter 4.12 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials, equipment, 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 José Business Tax Certificate License and have an office in Santa Clara County with at least one employee.

If you qualify as an LBE you may also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer. With respect to quotes, bids, or proposals submitted by partnerships or joint ventures, the number of employees for purposes of qualifying as a SBE shall be determined by the total number of employees of each of the members of the partnership or joint venture combined.

There are two ways in which the preference can be applied:

1) In solicitations where price is the determinative factor (*i.e. there are no other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the response submitted. For example, a non-local vendor submits a response to a City solicitation of \$200 per item and a LBE submits a response of \$204 per item. The LBE receives a 2.5% credit on the response, which equals approximately \$5 and thus the LBE will win the award because the response is evaluated as if it had been submitted as \$199.

2) In solicitations where there are a variety of factors evaluated to determine which response best meets the City's needs, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total points in the scoring.

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San José Business Tax License 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 (*please check*):

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 _____

**CITY OF SAN JOSE
SERVICE ORDER TERMS and CONDITIONS**

1. **DEFINITIONS:** CITY shall mean the City of San Jose or any department thereof. SERVICE ORDER means that certain contract for services, which includes these Terms and conditions as well as the information, contained on the completed form appearing on the reverse of these Terms and Conditions. References in quotes refer to the designation on the reverse. CONTRACTOR shall mean the business as designated under "VENDOR".
2. **SCOPE OF SERVICES:** CONTRACTOR shall perform those services specified in detail in "DESCRIPTION OF SERVICES." CONTRACTOR will supply all tools and instrumentality's required to perform this SERVICE ORDER
3. **DATA AND FACILITIES:** CONTRACTOR acknowledges that it has in its possession all applicable specifications and drawings and all other documents to which reference is made herein and/or which are matched hereto, and that such data are adequate to enable CONTRACTOR fairly to determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth. CONTRACTOR represents that it now has or can readily procure without assistance of CITY all personnel, facilities, machinery and equipment necessary for the performance of this SERVICE ORDER.
4. **CONTRACT:** This SERVICE ORDER constitutes CITY's offer to CONTRACTOR and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by CONTRACTOR either by acknowledgement or commencement of performance. Any terms or conditions by CONTRACTOR is accepting CITY's offer, which are inconsistent with or in addition to the terms and conditions herein set forth, shall be void and of no effect unless and to the extent expressly accepted by CITY in writing.
5. **SCHEDULE OF PERFORMANCE:** CONTRACTOR's services shall be completed according to the schedule set forth in "DESCRIPTON OF SERVICES." Time is of the essence in this SERVICE ORDER
6. **TERM:** the term of this SERVICE ORDER shall be as set forth in "DESCRIPTION OF SERVICES."
7. **COMPENSATION:** The compensation to be paid and the method of payment for CONTRACTOR for services provided shall be as set forth in the "DESCRIPTION OF SERVICES." Unless otherwise provided for under "DESCRIPTION OF SERVICES." CONTRACTOR shall be responsible for all costs and expenses incident to the performance of this SERVICE ORDER, including all costs of equipment provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR, and all other of CONTRACTOR's costs of doing business.
8. **INDEPENDENT CONTRACTOR:** It is understood and agreed that CONTRACTOR shall act as and be an independent contractor and not an employee, agent, joint venturer, or partner of CITY. As an independent contractor, CONTRACTOR shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONTRACTOR hereby expressly waives any claim it may have to any such rights. Both parties acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall retain the right to perform services for others during the term of this SERVICE ORDER.
9. **INSURANCE REQUIREMENTS:** CONTRACTOR agrees to have and maintain the policies set forth in Exhibit A, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the 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. CONTRACTOR agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this SERVICE ORDER.

- 10. CONTRACTOR'S DEFAULT:** CITY's Director of Finance or the Director's authorized designee may, by written notice to CONTRACTOR, cancel this SERVICE ORDER, in whole or in part: (i) if the CONTRACTOR fails to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the Services performed do not conform to contractual requirements or if CONTRACTOR fails to perform any of the other provisions of this SERVICE ORDER, or fails to make progress so as to endanger performance of this SERVICE ORDER, in accordance with its terms; or (iii) if the CONTRACTOR becomes insolvent or commits an act of bankruptcy. If this SERVICE ORDER is canceled, CITY, in addition to all other rights afforded by law for CONTRACTOR's breach of contract, shall have the right to charge CONTRACTOR the amount by which the costs of obtaining the services canceled from another source exceed the prices specified herein, and CITY may set off any such charge against any amounts which may become payable to CONTRACTOR under this SERVICE ORDER or otherwise. Notwithstanding CITY'S right to cancel this SERVICE ORDER for delay, CONTRACTOR shall not be liable to CITY for any damages therefore if (i) CONTRACTOR's delay is due to causes beyond its control, and without its fault or negligence, provided CONTRACTOR promptly notifies CITY of the conditions causing the delay, (ii) CONTRACTOR's delay is caused by the default of a subcontractor or supplier, but only if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor of supplier and without the fault or negligence of either of them, and the articles or services to be furnished by them were not obtainable from other sources insufficient time to permit CONTRACTOR to meet the required schedule.
- 11. NON-FUNDING:** Each payment obligation of CITY is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by CONTRACTOR, the product or service directly or indirectly involved in the performance of that function may be terminated by CITY at the end of the period for which funds are available. CITY shall notify CONTRACTOR at the earliest possible time of any products or services which will or may be affected by a shortage of funds. No penalty shall accrue for CITY in the event this provision is exercised, and CITY shall not be liable for any future payments due or for any damages as a result of termination under this Section. This provision shall be construed so as to permit CITY to terminate this SERVICE ORDER or any products or services in order to acquire similar equipment or service from another party. CONTRACTOR agrees to render any assistance which CITY may seek in effecting a transfer of any right of CITY in this SERVICE ORDER, or any part hereof, that is required of CITY pursuant to the securing of financing hereunder.
- 12. COMPLIANCE WITH LAW:** CONTRACTOR shall in the performance of this SERVICE ORDER comply with all applicable Federal, State and local laws and regulations.
- 13. GOVERNING LAW:** CITY and CONTRACTOR agree that the law governing this Contract shall be that of the State of California.
- 14. 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 where otherwise appropriate, exclusively in the United States district Court. Northern District of California, San Jose, California
- 15. ASSIGNMENT OF CONTRACT:** CONTRACTOR shall not assign any of the work to be performed under this SERVICE ORDER nor shall CONTRACTOR subcontract for work without CITY's prior written consent.

- 16. WAIVERS:** Failure by CITY to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions of this SERVICE ORDER, or to exercise any right hereunder, shall not be construed as a waiver of relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but obligation of CONTRACTOR with respect to such future performance shall continue in full force and effect.
- 17. CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for CONTRACTOR in performance of this SERVICE ORDER are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.
- 18. OWNERSHIP OF MATERIALS:** All reports, documents or other materials developed or discovered by CONTRACTOR or any other person engaged directly or indirectly by CONTRACTOR to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.
- 19. CHANGES:** Buyer shall have the right by written notice to change the extent of the work covered by this service order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director of Finance or Director's authorized designee. Upon receipt of any such notice CONTRACTOR shall promptly make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the service order modified in writing accordingly. CONTRACTOR shall promptly deliver to CITY, and any event within thirty (30) days after receipt of such notice, a statement showing the effect of any such changes in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of CONTRACTOR to submit the statements within the above time limits shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.
- 20. TERMINATION:** The performance of work under this Service Order may be terminated in whole or from time to time in part by CITY. CITY's Director of Finance is empowered to terminate this service order on behalf of CITY.
- 21. CONTRACTOR'S BOOKS AND RECORDS:** CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, 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, for the date of final payment to CONTRACTOR pursuant to this SERVICE ORDER. CONTRACTOR shall maintain all documents and records which demonstrate performance under this SERVICE ORDER for a minimum of three (3) years, or for any period longer required by law, from the date of termination or completion of this SERVICE ORDER. Any records or documents required to be maintained pursuant to this SERVICE ORDER shall be made available for inspection or audit, at any time during regular business hours, upon written request by 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 CONTRACTOR'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 part authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest.
- 22. NON-DISCRIMINATION:**
- a. Prohibition on Discrimination and Preferential Treatment,

CONTRACTOR shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin. This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing. Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

b. Compliance Reports.

If directed by the Director of Office of Equality Assurance of the City, CONTRACTOR shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the form and filed at such times as may be designated by the Director of Office Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office Equality Assurance to determine whether CONTRACTOR or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this Contract and Chapter 4.08 of the Municipal Code.

c. Failure to comply With Nondiscrimination Provisions.

If the Director of Office of Equality Assurance determines that the CONTRACTOR has not complied with the nondiscrimination or nonpreference provisions of this Contract, CITY may terminate or suspend this Contract, in whole or in part. Failure to comply with these provisions may also subject CONTRACTOR and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

d. Subcontractors.

CONTRACTOR shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this Contract so that such provisions are binding upon each of its subcontractors.

e. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this Contract may be waived by the Director of Office of Equality Assurance, if the Director of Office of Equality Assurance determines that the CONTRACTOR has its own nondiscrimination requirements or is bound in the performance of this Contract by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONTRACTOR or other governmental agency are substantially the same as those imposed by CITY.

23. GIFTS: CONTRACTOR represents that it is familiar with the CITY's prohibition against the acceptance for any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code. CONTRACTOR agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this SERVICE ORDER by CONTRACTOR. In addition to any other remedies CITY may have in law or equity. CITY may terminate this SERVICE ORDER for such breach.

24. CONFLICT OF INTEREST: CONTRACTOR shall avoid all conflict of interest or appearance of conflict of interest in performance of this SERVICE ORDER

25. DISQUALIFICATION OF FORMER EMPLOYEES: CONTRACTOR 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"). CONTRACTOR shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door

Ordinance

- 26. WARRANTY AGAINST INFRINGEMENT:** If any article or service provided to CITY hereunder is covered, or is purported to be covered, by any patent or copyright, CONTRACTOR agrees to defend, indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all suits, claims judgments and costs instituted or recovered against it by any person or persons whomsoever, on account of the purchase, use or resale of such article by CITY in violation or claimed violation of any rights under patent or copyright.
- 27. INDEMNITY: CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND LIABILITY, INCLUDING EXPENSES, FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF CONTRACTOR, ITS AGENTS, SUPPLIERS OR EMPLOYEES, IN THE PERFORMANCE OF THIS SERVICE ORDER.**



CONFIDENTIALITY AGREEMENT

I, the undersigned, as an authorized representative of _____ (Company), have been awarded a Purchase Order by the City of San Jose to provide GIS Layer Services as a result of RFQ _____. I understand that this award is governed by and agree to comply with the following conditions and representations regarding the use of any and all information received from the City during the performance of work required by the Purchase Order.

1. I understand that all information I receive during the performance period, including but not limited to the written and electronic data files required to complete the work, constitutes "Confidential Information."
2. I understand that any unauthorized disclosure of Confidential Information will compromise existing City GIS data.
3. I agree
 - a. to hold all Confidential Information in strictest confidence; and
 - b. not to disclose Confidential Information to any person other than Company employees completing the required work, unless I have prior written permission from the Sponsor Department or the Procurement Authority to make a disclosure; and
 - c. to notify the Procurement Authority immediately if any person who is not a member of the work team, Sponsor Department, or Procurement Authority contacts or attempts to contact me about the data provided, or the work being performed.

I understand that, as a Contractor for the City of San Jose, if this agreement is violated, the company may be removed from the project.

Read and accepted by:

(Signature)

(Title)

(Printed Name)

(Company Name)

(Date)

Question and Answers for Bid #RFQ 08-09-0416 - GIS Layer Services (for Sidewalks, Curbs & Gutters)

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Apr 29, 2009 5:00:00 PM PDT