



REQUEST FOR PROPOSAL

for

**San José Automated Transit Network
FFRDC Development Services**

RFP # 08-09-DOTAD-009

August 31, 2009

TABLE OF CONTENTS

SECTION.....	PAGE
INTRODUCTION	3
1 BACKGROUND.....	3
2 PROJECT GOALS & OBJECTIVES	4
3 MINIMUM QUALIFICATIONS	5
4 DESIRED QUALIFICATIONS.....	6
5 COMPENSATION.....	6
6 PROCUREMENT TIMELINE	7
7 CONTACT INFORMATION	7
8 PROCEDURE FOR SUBMITTING QUESTIONS & INQUIRIES	8
9 HOW TO OBTAIN THIS RFP	9
10 OBJECTIONS TO THIS RFP	9
11 LATE PROPOSALS	9
12 COMPLETE RFP	10
13 RESPONSE DOCUMENTS/SUBMISSION OF PROPOSALS.....	10
14 REVIEW PROCESS AND EVALUATION CRITERIA	14
15 ADDITIONAL INFORMATION AND CLARIFICATION	17
16 ADDENDA AND INTERPRETATION.....	17
17 PROPOSAL SUBMISSION	17
18 AGREEMENT TERM.....	17
19 GENERAL TERMS & CONDITIONS OF AGREEMENT	18
20 INSURANCE REQUIREMENTS	18
21 EXAMINATION OF PROPOSED MATERIAL	18
22 ALL PROPOSALS ARE PUBLIC RECORDS.....	19
23 GROUNDS FOR DISQUALIFICATION	19
24 NON-CONFORMING PROPOSAL.....	20
25 PROHIBITION OF GIFTS	20
26 NON-DISCRIMINATION – PREFERENTIAL TREATMENT	20
27 CITY BUSINESS TAX	21
28 ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	21
29 PROTEST PROCEDURE	21
APPENDIX A – MAP OF SAN JOSE AIRPORT AREA & POTENTIAL STATION AREAS	1
APPENDIX B – OVERVIEW OF SCOPE OF WORK AND DELIVERABLES for FFRDC	2
APPENDIX C – OVERVIEW OF SCOPE OF WORK AND DELIVERABLES for TRANSPORTATION CONSULTANT	5
ATTACHMENT A – COST PROPOSAL	7
ATTACHMENT B – CONFLICT OF INTEREST	9
ATTACHMENT C – PROPOSAL CERTIFICATION	11
ATTACHMENT D – PROPOSER QUESTIONNAIRE	13
ATTACHMENT E – PREVIOUS CUSTOMER WORKSHEET	15
ATTACHMENT F – EXEMPLAR AGREEMENT	16

INTRODUCTION

The Department of Transportation (DOT) of the City of San José (City) is seeking a qualified Federally Funded Research and Development Center (“FFRDC” or “PROPOSER”) knowledgeable in technology development and systems integration, including systems of systems engineering, to assist the City in the development of an Automated Transit Network (“the Project”). The City is pursuing the possibility of building an Automated Transit Network (ATN) instead of an Automated People Mover. The City is looking for FFRDC experts that understand the capabilities and constraints of this new emerging technology: ATN.

If it chooses, the PROPOSER may include other FFRDCs and/or governmental agencies as subcontractors in its proposal. The PROPOSER will work with a transportation consultant (which may consist of a firm or consortium of firms and/or subconsultants) selected by the City through a separate solicitation who will also be involved in the development process. The FFRDC will serve as the City’s ATN team lead consultant.

1 BACKGROUND

The City of San José would like to build an ATN connecting the San José Norman Y. Mineta International Airport (“Airport”) to the Santa Clara Caltrain/future BART station and the Metro/Airport Light Rail station. (See Appendix A—Map of Vicinity of Airport). This would be the initial deployment of the ATN system, which could ultimately be expanded to other areas of the City.

An ATN (also known as Personal Rapid Transit or Podcar system) is a system of small (4-6 passenger), lightweight, computer-controlled (driverless) vehicles operated on or suspended below an elevated guideway. Vehicles wait at stations for passengers to arrive. There are no scheduled routes; passengers specify their destination. Stations are off the main line, so travel is non-stop. The concept is similar to an exclusive horizontal elevator with seats.

The City issued a Request for Interest for an ATN in September 2008 (http://www.sanjoseca.gov/transportation/atn_home.asp) to determine the readiness of this technology, depth of experience in the field, and potential for a public-private partnership to design, build, operate, maintain and finance the ATN system. The City received seventeen (17) responses from firms around the globe. Of those, five (5) respondents have, had, or were about to launch a test track. By the end of 2009, two (2) companies expect to deploy real-world applications: ULTra at Heathrow-London Airport and 2getthere in Masdar City, a planned community in Abu Dhabi.

Constructing an ATN system would advance a number of the City’s high-priority goals, including advancing San José’s Green Vision goals (<http://www.sanjoseca.gov/greenvision/>), supporting technological innovation, and improving the effectiveness of the City’s existing transit network. It is also in keeping with San José’s reputation as an innovation leader.

The City recognizes the developmental nature of the Project and consequently is assembling a consulting team that will assist it to, among other things:

- Provide objective analysis of the emerging technology;
- Answer technical questions about the emerging technology;
- Define ATN system requirements and routing options;
- Conduct outreach to community stakeholders;
- Provide objective analyses and measures on which the City may base its decisions; and

- Oversee technical development activities that will ensure satisfactory functionality and performance of the ATN system.

The San José Airport Master Plan Supplemental Environmental Impact Report (EIR) certified in 2003 included an analysis of building an Airport People Mover (APM) connecting the Airport to Light Rail and the Santa Clara Caltrain/future BART station. The Santa Clara Valley Transportation Authority (VTA) currently operates a bus (route 10) that serves these locations.

The Supplemental EIR on the APM Project will likely be of interest to PROPOSERS. To access an electronic copy of the EIR, go to the City's Planning Department website (<http://www.sanjoseca.gov/planning/>) then do the following:

- Click on "Find Permits by Permit/Reference Number" in green font on the department's main page.
- When the next screen pops up, type in PP02-226 in the top box ("Permit/reference number") and click on the Search button
- When the next screen pops up, click "Get Details." Click "Documents" on the next screen. This will allow you to view the Airport Master Plan Supplemental EIR.

2 PROJECT GOALS & OBJECTIVES

- 2.1** The goal of the San Jose's Automated Transit Network Project is to develop and build an ATN within and immediately outside of the San Jose Airport that: 1) demonstrates the feasibility and networkability of this technology; 2) provides a fixed transit connection between the Airport and the Caltrain/future BART station and North First Street Light Rail line; 3) creates the technological, design, economic and policy framework that will facilitate the future expansion of the ATN system as well as construction of similar projects elsewhere in the nation; and; 4) launches a new green tech industry in the United States.
- 2.2** To achieve this multi-prong goal, at the end of this RFP process the City will take its first step in forming a consultant team by entering into a written agreement with an FFRDC knowledgeable in technology development and system integration, including systems of systems engineering. The FFRDC will work with a transportation consultant experienced in the planning and design of ATN systems and more broadly transit systems. Together, the FFRDC and the transportation consultant will form San Jose's ATN Development Team, which will be led by the FFRDC. The City intends to issue a separate RFP to select the transportation consultant.
- 2.3** The City's ATN Team will assist the City in meeting the following objectives:
 - 2.3.1** Identify the ATN system performance and safety requirements for selection of an ATN vendor that will meet San Jose's short and long-term objectives.
 - 2.3.2** Select a route(s) and locate stations that demonstrate the feasibility of the technology, maximize benefit to users, and result in an ATN system that can be built within budget and operated with existing funds.
 - 2.3.3** Design an ATN system that is context-sensitive, aesthetically pleasing, conveys information clearly to users, is easy to use and is embraced by the public.
 - 2.3.4** Ensure that policy-makers, key stakeholders, and members of the public are kept informed on the progress of the Project, their input is solicited, and their questions and concerns are addressed.

- 2.3.5** Ensure that all environmental documents are prepared and processes are followed.
- 2.3.6** Ensure that any technological gaps are identified and resolved and there is adequate testing and oversight to ensure successful outcome of the Project.
- 2.3.7** Ensure that the ATN system is built in the most energy-efficient manner possible and all practical means of capturing and utilizing renewable energy to power the ATN system are fully pursued.
- 2.3.8** Evaluate options for partnering with the private sector to finance, build, operate and maintain extensions to the ATN system.

3 MINIMUM QUALIFICATIONS

- 3.1** 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:
- 3.2** The PROPOSER must be a recognized FFRDC sponsored by the United States government and administered in accordance with U.S Code of Federal Regulations, Title 48, Part 35, Section 35.017. The PROPOSER must also be included on the Government master list of FFRDC’s maintained by The National Science Foundation (NSF).
 - 3.2.1** FFRDCs are R&D-performing organizations that are exclusively or substantially financed by the federal Government either to meet a particular R&D objective or, in some instances, to provide major facilities at universities for research and associated training purposes. Each center is administered either by an industrial firm, a university, or another nonprofit institution in accordance with statutory and regulatory rules. FFRDCs typically assist government agencies with scientific research and analysis, systems development, and systems acquisition.

- 3.3 Extensive experience of at least five (5) years managing complex development projects and multiple consultants
- 3.4 Experience of at least five (5) years supporting the development, acquisition and deployment of new technology, including system architecture.
- 3.5 Experience of at least five (5) years with systems engineering
- 3.6 Experience of at least five (5) years developing systems of systems
- 3.7 Experience of at least five (5) years with software and hardware integration.

4 DESIRED QUALIFICATIONS

- 4.1 Experience with automated systems.
- 4.2 Experience with and/or published research on Automated Transit Networks.
- 4.3 Experience with renewable energy systems and energy-efficiency strategies.

5 COMPENSATION

- 5.1 The agreement will be executed as a fixed fee for the term of the agreement. The PROPOSER will be paid as certain tasks and deliverables are completed and accepted by the City. The cost proposal should be separated into the three phases: Phase 1 - Preliminary Design/Development; Phase 2 - Final Design/Development; and Phase 3 - Construction, Integration & Testing as outlined in the Cost Proposal Attachment A.
- 5.2 The proposal must include a detailed scope of work with cost estimates for all proposed tasks. Given the present level of definition of the Project, particularly the level of technical development that will be required, cost estimates for the Phases II and III may be represented as cost ranges, minimum to maximum.
- 5.3 The current total estimated budget for this Project is \$2 million for Phase I (Preliminary Design/Development); \$6 million for Phase II (Final Design/Development); and \$60 million for Phase III (Construction, Integration, and Testing). The estimated budget is for the full development of the Project (including all other consultants).
- 5.4 The FFRDC's agreement under this RFP is not expected to exceed \$1 million for Phase I, \$2.4 million for Phase II, and \$4 million for Phase III. Phase I is currently funded. The City will need to secure additional funding before Phases II and III can proceed. The City would issue a Notice to Exercise Option for Phase II and Phase III if and when the City secures the additional funds required to move forward with those Phases. At least a portion of the funding needed for Phases II and III may be secured from state or federal sources. Should this be the case, certain additional certifications may be required to meet state and federal grant guidelines (such as maintaining records for auditing purposes for up to nine years, compliance with federal prevailing wage, and minority and disabled business participation).
- 5.5 The City is seeking a detailed proposal from the PROPOSER describing how the FFRDC would help meet the City's goals, objectives and requirements for this Project within the estimated budget for each Phase of the scope of work for the FFRDC. The proposal shall include all of the tasks, deliverables, and milestones the FFRDC deems necessary to complete this Project. An overview of the anticipated general Scope of Work for the FFRDC including some of the likely tasks and deliverables by Phase is provided in Appendix B. An overview of the anticipated general Scope of Work for the Transportation Consultant is included in Appendix C for informational purposes.

6 **PROCUREMENT TIMELINE**

TASK	DATES
RFP release date:	August 31, 2009
Optional Pre-Proposal Conference	September 11, 2009
Deadline for written questions/clarification and objections to the specifications:	September 23, 2009 Due by 5:00 P.M. (PST)
City to respond to submitted written inquiries and/or clarification requests. Response to be distributed on BidSync via addendum	October 1, 2009
RFP Due Date: Time: Location:	October 16, 2009 2:00 PM Deadline (Pacific Time) City of San Jose – Department of Transportation Attention: Laura Stuchinsky 200 East Santa Clara Street 8th Floor Tower San José, CA 95113-1905

7 **CONTACT INFORMATION**

Name/Title:	Laura Stuchinsky
Address:	City of San José Department of Transportation 200 East Santa Clara Street 8th Floor Tower San José, CA 95113-1905
Phone:	408/975-3226
Fax:	408/292-6092
E-Mail:	laura.stuchinsky@sanjoseca.gov

8 PRE-PROPOSAL CONFERENCE

8.1 A Non-Mandatory Pre-Proposal Conference will be held on Friday, September 11, 9 AM to 11:00 AM Pacific Time. This meeting requirement may be met by attending in-person or by conference call participation. The purpose of this meeting is for City Staff to present an overview of the RFP and answer any questions. City Staff reserves the right not to answer any questions that are non-applicable or inappropriate. At its discretion, Staff may defer certain questions and respond to all proposals in writing after the meeting. Staff may provide a power point presentation handout at the meeting, which can be made available via e-mail to those who attend the conference by phone.

8.2 For PROPOSERS interested in attending the Conference in-person, the location of the meeting is:

City of San Jose
Department of Transportation
200 East Santa Clara Street, 8th Floor, Room 847
San José, CA 95113

You may park in the basement of the building which may be accessed off of 6th Street. The City will validate parking.

8.3 For PROPOSERS interested in attending the Conference by phone, the instructions to do so are:

Dial-in #: 1-877-213-9444
Participant Pin Number: 427709

9 PROCEDURE FOR SUBMITTING QUESTIONS & INQUIRIES

Questions pertaining to this RFP must be submitted IN WRITING via BidSync to the contact person listed under Section 7, "Contact Information." Please be specific, citing the specification section/number where possible. Please submit all questions by the deadline. The CITY will provide a written response to all pertinent questions in the form of an Addendum.

10 HOW TO OBTAIN THIS RFP

- 10.1** This RFP may be downloaded from the BidSync solicitation posting system. PROPOSERS must register with BidSync at www.bidsync.com. If you have a problem registering online, contact BidSync directly toll-free at (800) 990-9339 or by email at support@bidsync.com
- 10.2** All addenda and notices related to this procurement will be posted by the CITY on BidSync. In the event that this RFP is obtained through any means other than BidSync, the CITY will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

11 OBJECTIONS TO THIS RFP

- 11.1** Any objections as to the structure, content, or distribution of this RFP must be submitted in writing to the individual listed in Section 7 of this RFP by the deadline listed in Section 6, "Procurement Timeline." 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.
- 11.2** The address for submitting objections to this RFP is:

City of San Jose, Department of Transportation
Attn: Scott Kahai
Senior Analyst
1404 Mabury Road
San Jose, CA 95133

12 LATE PROPOSALS

Late proposals shall be rejected and returned to the PROPOSER. **The deadline is absolute and proposals received after the due date and time shall not be considered.** PROPOSERS must select a method of delivery that ensures proposals will be delivered to the correct location by the due date and time.

13 COMPLETE RFP

- 13.1** PROPOSERS should fully review the entire RFP document, which includes the following documents:
- 13.2** Project Overview and Requirements
- 13.3** ATTACHMENTS
- 13.4** APPENDIX A – Map of San Jose Airport Area and Potential Stations
- 13.5** APPENDIX B – Scope of Work for FFRDC Development Services
- 13.6** APPENDIX C – Scope of Work for Transportation Consultant Services
- 13.7** ATTACHMENT A – Cost Proposal
- 13.8** ATTACHMENT B – Conflict of Interest Form
- 13.9** ATTACHMENT C – PROPOSER Certification
- 13.10** ATTACHMENT D – PROPOSER Questionnaire
- 13.11** ATTACHMENT E – Previous Customer Reference Worksheet
- 13.12** ATTACHMENT F – Exemplar Agreement (includes all insurance requirements)

14 RESPONSE DOCUMENTS/SUBMISSION OF PROPOSALS

- 14.1** 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:
- 14.2** GENERAL INFORMATION
 - 14.2.1** Submit one (1) original and seven (7) copies of the proposal clearly marked on the box and on the cover or title page as follows: **"RFP # 08-09-DOTAD-009, San José Automated Transit Network FFRDC Development Services."** In addition, include an electronic copy of your proposal and statement of qualification on a CD or DVD, in Adobe™ Acrobat format.
 - 14.2.2** Copies shall be double sided on 8-1/2" x 11" RECYCLED PAPER (minimum of 20% post consumer waste).
 - 14.2.3** All pages shall be sequentially numbered and a table of contents shall be provided.
 - 14.2.4** The font size on each page shall be 11 point Times New Roman font.
 - 14.2.5** Refer to the procurement timeline in Section 6, "Procurement Timeline" for due dates and delivery locations.

- 14.2.6** Submit one (1) original copy of the cost proposal form outlined under Attachment A, "Cost Proposal," in a separate sealed envelope clearly marked on the outside "RFP #08-09-DOTAD-009, San José Automated Transit Network FFRDC Development Services – Cost Proposal."

14.3 COVER LETTER

Include a transmittal letter identifying the PROPOSER's Firm and the proposal package being submitted. Include other important general information that is deemed significant enough to be highlighted. The letter shall provide the name, title, address, telephone number, and fax number of the individual authorized to contractually bind the firm and be signed by the authorized individual.

14.4 EXECUTIVE SUMMARY

Include a summary containing highlights of the proposal, describing how the PROPOSER will meet the requirements of the RFP, including an approach to providing the services described in this RFP and a statement of the PROPOSER's understanding of the Project and services required. Also included should be a statement of the PROPOSER's previous experience in providing such services.

14.5 TABLE OF CONTENTS

A table of contents shall be provided that identifies the page numbers where to find the various sections included in the proposal.

14.6 COMPANY PROFILE

PROPOSER shall submit a company profile describing its company history, number of years the organization has been in business and capabilities. The company profile information must be detailed and complete, and include the following information:

- 14.6.1** Name of firm, mailing address, phone number, and fax number of the PROPOSER's principal place of business. Background of the firm including a brief company history, other names the company has utilized in the past, companies that have merged or affiliated with PROPOSER.
- 14.6.2** Mailing address, phone and fax number of the office in which the Project team will work.
- 14.6.3** Mailing address, staffing and degree of participation in Project by any other firm or subcontractor.
- 14.6.4** The proposal shall include the PROPOSER's experience during the past five (5) year period, particularly with government agencies and in the areas identified in Appendix B (Scope of Work).
- 14.6.5** The proposal must include three (3) clients for which the PROPOSER has provided services within the past five (5) years, preferably governmental agencies and/or clients for whom the PROPOSER has provided similar services. Complete Attachment E.

- 14.6.6** The proposal must include a description of previous theoretical or practical work done on ATNs or automated networked systems that convey people or goods.
- 14.6.7** Additional information not specifically requested that would be useful to the City in evaluating the proposal.

14.7 ORGANIZATION CHART & STAFF QUALIFICATIONS

The proposal shall detail the organization structure of the team including names and positions of project manager and personnel to be assigned to the Project, as well as provide general resumes, relevant certifications, and relevant experience of the Project manager and key Project team members who will lead or perform work proposed in this RFP. The proposal should also include areas of experience of any organizations or agencies PROPOSER proposes to partner with and the function(s) they would likely provide. These should clearly demonstrate PROPOSER'S qualifications to perform the Project activities described in this RFP.

14.8 PROJECT PLAN

- 14.8.1** The Proposal shall give an introduction and overview of PROPOSER's approach, list general objectives, include a detailed scope of work and a draft work plan that breaks the Project into specific tasks or work elements for each of the three Phases of the Project that are clearly associated with the goals, requirements, and scope of work in this RFP. The proposal should also explain the methodology to be used to complete each task/stage.
- 14.8.2** The Proposal shall address the questions noted at the bottom of the Scope of Work (Appendix B).
- 14.8.3** The Project Plan shall also include a summary of 1) suggested revisions/additions to tasks and deliverables deemed necessary to further define and enhance the Project; and 2) a proposed process and/or plan for managing tasks, costs, and quality control.
- 14.8.4** The Proposal shall include a list of projects completed by the PROPOSER in the last five (5) years that demonstrate the skills, expertise, and experience sought, such as experience managing complex projects; developing, acquiring and deploying new technology; managing systems of systems; and ideally work on automated systems. Provide a brief description of each project that illustrates these points.
- 14.8.5** The Proposal shall include information that demonstrates the PROPOSER's experience beyond the five (5) year minimum and/or desirable qualifications if applicable.
- 14.8.6** The Proposal shall include a description of steps the PROPOSER has taken to maintain confidential and/or proprietary information on prior projects where that has been required.

14.9 PROJECT SCHEDULE:

The Proposal shall include a draft schedule that the PROPOSER believes is most appropriate to complete the scope of work for this Project.

14.10 COST PROPOSAL

PROPOSER shall complete and submit a separated and sealed Attachment A "Cost Proposal".

14.11 CONFLICT OF INTEREST

To avoid a conflict of interest or the perception of a conflict of interest, PROPOSER selected to provide services under this RFP will be subject to the following requirements:

14.11.1 PROPOSER selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement resulting from this RFP.

14.11.2 PROPOSER may not have any interest in any potential PROPOSER for any future City procurements that may result from the work performed under the agreement resulting from this RFP.

14.11.3 To determine whether such interest may exist, all PROPOSERS must complete the attached Conflict of Interest Questionnaire (Attachment B). PROPOSER's employees assigned to perform services pursuant to this RFP for the City will be required to complete and file an Assuming Office of Disclosure Statement of Economic Interests (Form 700).

14.12 ATTACHMENTS

The following documents must be completed and submitted with your proposal. Proposals that do not include the following documents shall be deemed non-responsive and will not be considered:

14.12.1 ATTACHMENT A: "Cost Proposal"

14.12.2 ATTACHMENT B: "Conflict of Interest" fully completed and signed

14.12.3 ATTACHMENT C: "Proposal Certification," fully completed and signed

14.12.4 ATTACHMENT D: "Proposer Questionnaire," fully completed

14.12.5 ATTACHMENT E: "Previous Customer Reference Worksheet" fully completed

14.12.6 ATTACHMENT F: "Exemplar Agreement"

14.12.6.1 Exceptions or additions to the Exemplar Agreement will be considered during Evaluations. The City reserves the right to consider any proposed exceptions during its evaluation. Significant exceptions or additions to the Exemplar Agreement may adversely impact the PROPOSER's evaluation score as well as the ability to expeditiously negotiate a contract with the successful firm(s).

14.12.6.2 Any exceptions or additions to the terms and conditions provided in Attachment F "Exemplar Agreement," shall be included with the Proposal and Statement of Qualifications. Please use the following notation to propose specific changes to the City's terms and conditions:

14.12.7 Red and underlined for inserted text.

14.12.8 Red and strikethrough for deleted text.

14.12.9 If the PROPOSER does not take any exceptions to the terms and conditions of the Exemplar Agreement, then the PROPOSER shall return the Exemplar Agreement with a proposal response with the notation "No Exceptions" written across the top of the Exemplar Agreement.

15 REVIEW PROCESS AND EVALUATION CRITERIA

15.1 PROPOSAL RESPONSIVENESS. (PASS/FAIL):

Required Documentation: Proposals will be reviewed to determine if all required documentation was included with your proposal submittal as described in Section 14.

15.2 TECHNICAL PROPOSAL REVIEW AND EVALUATION (PHASE 1)

The Proposals will be reviewed and scored based on the maximum points allowed as outlined under Section 15.5.4.

15.3 PRESENTATIONS/ORAL INTERVIEWS (PHASE 2)

15.3.1 Finalists (Proposals determined to have scored in the competitive range for technical) may be invited to present oral presentations for the purpose of introducing key members of the evaluation team and allowing the CITY to fully understand the PROPOSER's ability to meet the evaluation criteria. Oral presentations will not be scored separately. Instead the CITY may modify proposal scores and resulting rankings based on the oral presentation in accordance with the criteria outlined in Section 15.5.4

15.3.2 The project manager/design lead identified in the Proposal must be the lead presenter in the oral presentation.

15.4 COST PROPOSAL REVIEW AND EVALUATION (PHASE 3)

After the technical and oral presentations, cost proposals will be opened and Proposals will be scored in accordance with all the criteria outlined under Section 15.5.4

15.5 BEST AND FINAL OFFER (BAFO).

15.5.1 A Best and Final Offer (BAFO) may be held with finalists that have scored in the competitive range if additional information or clarification is necessary in order to make a final decision. The BAFO may allow PROPOSERS to revise their original technical and/or cost proposals based on information received from the City. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.

15.5.2 The City will request only one (1) BAFO, unless the Department Director or designee determines in writing in the procurement file that another BAFO is warranted.

15.5.3 PROPOSERS are cautioned that the BAFO is optional and at the sole discretion of the City. Therefore, PROPOSERS should not assume that there would be an additional opportunity to amend their technical or price proposals after the original submission of technical and price proposals. PROPOSERS may not request an opportunity to submit a BAFO.

15.5.4 Proposals will be evaluated on a variety of factors. The evaluation and weighting criteria follow:

Description	Weight
Proposal Responsiveness	Pass/Fail
Ability to provide services required, including experience managing complex projects	20%
Experience with/or research conducted on ATN systems or automated networked systems	20%
Technical experience and expertise in developing/deploying new technology and managing systems of systems	20%
Thoroughness and quality of proposed scope & work plan including proposed tasks, deliverables and milestones.	20%
Cost Proposal	10%

Local Business Preference	5%
Small Business Enterprise	5%
Total	100%

- 15.5.5** The final award recommendation will be based on the highest scoring proposal as determined by total points and rank using criteria and weights as stated above.
- 15.5.6** Should the City, in its sole discretion, determine that a secondary award is required, award will be to the second highest ranked PROPOSER.
- 15.5.7** With the exception of points assigned for Cost Proposal, proposals must score at least one half (1/2) or fifty percent (50%) of the total available points for each category that is being scored. Failure to do so will result in disqualification of that proposal from further consideration.
- 15.5.8** Should the selected PROPOSER 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 PROPOSER for award.
- 15.5.9** The City reserves the right to accept an offer in-full, or in-part, or to reject all offers.

15.6 GENERAL INFORMATION

- 15.6.1** The City reserves the right to accept or reject any item or group(s) of items of response. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal.
- 15.6.2** The City is not required to accept the lowest price proposal. Responses will be evaluated to determine the most advantageous proposal on a variety of factors.
- 15.6.3** All questions/inquiries must be made through the contact listed herein. Contact with representative other than the name(s) listed in this RFP is grounds for disqualification.
- 15.6.4** Statistical information contained in this RFP is for information purposes only. The City shall not be responsible for the complete accuracy of said data. The City reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the PROPOSER.

16 ADDITIONAL INFORMATION AND CLARIFICATION

- 16.1** The City reserves the right to require, from any or all PROPOSERS, supplemental information that clarifies the submitted materials.

17 ADDENDA AND INTERPRETATION

- 17.1** The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification may be sent via e-mail or fax to the attention of the contact named in Section 7 "Contact Information"
- 17.2** PROPOSER requests for clarification shall be delivered as stated in Section 6 "Procurement Timeline". Any City response to a request for clarification will be made in the form of an addendum to this RFP. All addenda shall become a part of this RFP.

18 PROPOSAL SUBMISSION

- 18.1** This RFP does not commit the City to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.
- 18.2** If the successful PROPOSER fails to execute an agreement with the City, the City shall have the right to seek legal remedies against the PROPOSER, including damages and shall have the right to award to the next responsive PROPOSER.

19 AGREEMENT TERM

- 19.1** It is anticipated that the contract start date for the first phase of this Project will be in or about December 2009. The agreement will cover three phases: Phase I: Preliminary Design/Development (9 to 12 months) and, subject to funding, Phase II: Final Design/Development (18 – 24 months), and Phase III: Construction, Integration & Testing (24 – 39 months). Extensions to the contract period may be provided upon mutual agreement and approval by the City Council.
- 19.2** The City will issue a Notice to Exercise Option for Phase II and Phase III if and when the City secures the required additional funds and elects to move forward with the last two phases.

20 GENERAL TERMS & CONDITIONS OF AGREEMENT

- 20.1** Upon conclusion of the RFP process, the City will enter into negotiations with the successful PROPOSER. The PROPOSER shall enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the City's Standard Terms and Conditions. Attachment F "Exemplar Agreement," outlines the City's standard terms and conditions as part of the agreement between the City and the successful PROPOSER.
- 20.2** All agreements will require the PROPOSER to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations.

21 INSURANCE REQUIREMENTS

- 21.1** The selected PROPOSER, at PROPOSER's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment F "Exemplar Agreement," under Exhibit E of the Exemplar Agreement.
- 21.2** All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San José as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected PROPOSER agrees to provide the City with a copy of said policies, certificates and/or endorsements.

22 EXAMINATION OF PROPOSED MATERIAL

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

23 ALL PROPOSALS ARE PUBLIC RECORDS

- 23.1** 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 the PROPOSER sends 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.
- 23.2** Therefore, any proposal that contains language purporting to render all or significant portions of the PROPOSER's 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.
- 23.3** Do not mark your entire proposal as "confidential".
- 23.4** The City will not disclose any part of any proposal before it announces a recommendation for award on the grounds 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 the PROPOSER believes that there are portion(s) of the PROPOSER's proposal that are exempt from disclosure under the Public Records Act, the PROPOSER must mark it as such and state the specific provision in the Public Records Act that provides the exemption as well as the factual basis for claiming the exemption. For example, if the PROPOSER submits trade secret information, the PROPOSER must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act that provides the exemption as well as the factual basis for claiming the exemption.
- 23.5** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City 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.

24 GROUND FOR DISQUALIFICATION

- 24.1** All PROPOSERS are expected to have read and understood Council Policy 0-35 titled Procurement and Contract Process Integrity and Conflict of Interest adopted on February 6, 2007. A complete copy of the policy can be found at: http://www.sanjoseca.gov/purchasing/pdf/Policy0_35.pdf.
- 24.2** Any PROPOSER who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:
 - 24.2.1** Contact regarding this procurement with any City official or employee or Evaluation team other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.
 - 24.2.2** Evidence of collusion, directly or indirectly, among PROPOSERS in regard to the amount, terms, or conditions of this proposal.

- ## 25 NON-CONFORMING PROPOSAL

26 PROHIBITION OF GIFTS

- ## 27 NON-DISCRIMINATION – PREFERENTIAL TREATMENT

Page 20 of 56

28 CITY BUSINESS TAX

The PROPOSER shall be required to comply with San Jose Municipal Code Chapter 4.76 with respect to payment of the City Business 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/>

29 ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

- 29.1** The CITY has adopted an “Environmentally Preferable Procurement” (EPP) policy. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. These products include, but are not limited to, those containing recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed. Computers and other electronics are a growing focus of environmentally preferable purchasing activities due to their high prominence in the waste stream, their numerous hazardous chemical constituents, and their significant energy use. Moreover, when these products are disposed of improperly they can release hazardous substances that pollute the environment.
- 29.2** In support of this policy, the selected vendor will be required to work with the CITY to apply this policy where it is feasible to do so. In addition, proposers should address any environmental conditions with their proposal response.
- 29.3** The entire EPP policy may be found at the following link: http://www.sanjoseca.gov/esd/natural-energy-resources/PDFs/EP3_2007.pdf

30 PROTEST PROCEDURE

If an unsuccessful PROPOSER wants to dispute the award recommendation, the Protest must be submitted in writing to the Department Director no later 5:00 p.m. (Pacific Time) on the tenth (10) calendar day 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, which must be addressed in accordance with Section 11 “Objections to this RFP.” Failure to submit a timely written Protest to the award recommendation to the individual listed below will bar consideration of the Protest.

The address for submitting protests is:

City of San José – Department of Transportation

Attn: Department Director

200 E. Santa Clara Street, 8th Floor Tower

San José, CA 95113-1905

NOTES:

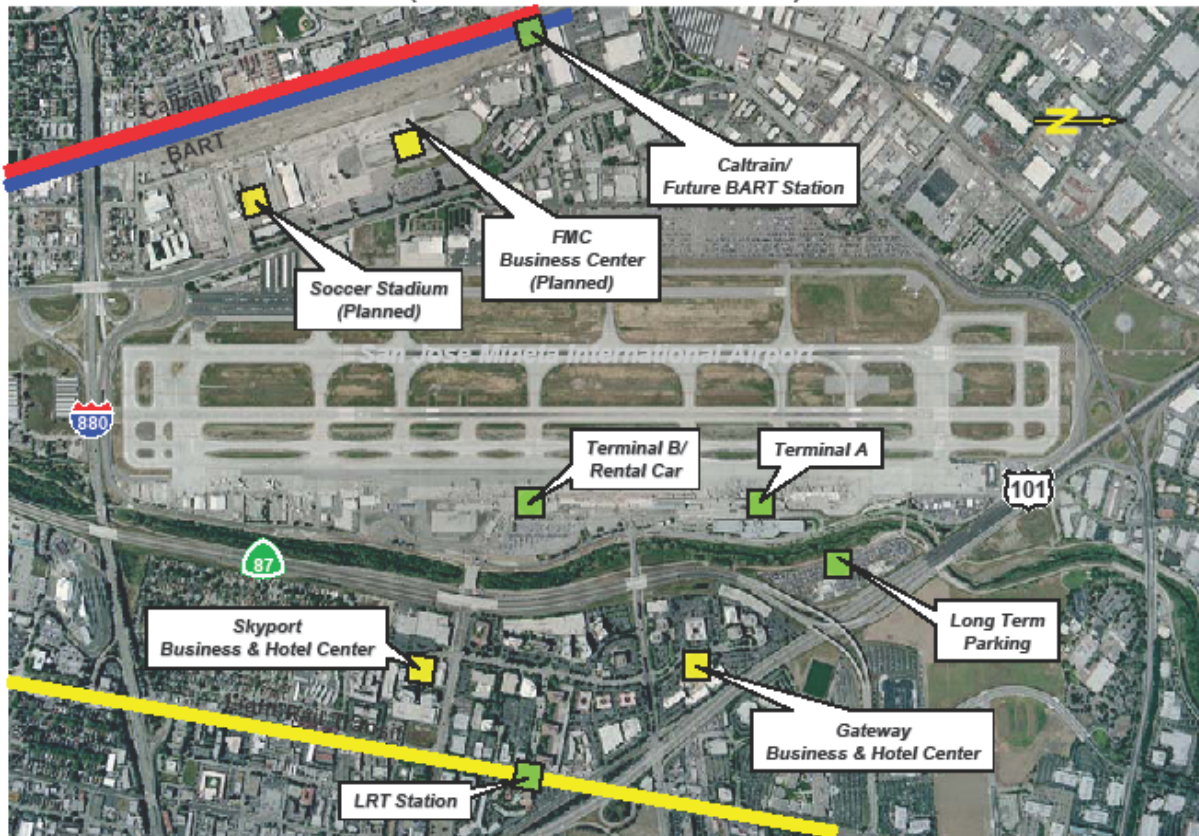
Where the word “shall” or “required” or “must” appears, PROPOSERS may not take an exception.

Where the term "CONTRACTOR" is used, the description denotes the responsibilities of the selected PROPOSER once an agreement is completed.

Where the term "PROPOSER" or "FFRDC" is used, the description denotes expectations of the respondents to this RFP as part of their proposal.

APPENDIX A – MAP OF SAN JOSE INTERNATIONAL AIRPORT AREA AND POTENTIAL STATION AREAS

San Jose Automated Transit Network (Potential Station Areas)



APPENDIX B – OVERVIEW OF SCOPE OF WORK AND DELIVERABLES FOR FFRDC

Below is an outline of some of the general tasks and deliverables that the City believes will be required from the FFRDC for each Phase of the Project. The PROPOSER shall provide a more comprehensive and detailed scope of work. The scope of work shall include any and all additional tasks, deliverables, and milestones that the PROPOSER proposes to undertake for each Phase of the Project to accomplish the goals, objectives and requirements of this RFP and for successful completion of the Project. An overview of the tasks that will likely be performed by the transportation planning consultant is included in Appendix C for reference. Appendix C is provided for information purposes only.

Phase I: Preliminary Design/Development

The principal objective of Phase I is to develop the ATN system performance and safety specifications for the ATN system. These requirements, coupled with information developed by the transportation consultant such as preferred routes, station locations, and projected ridership, will form the core of the Request for Proposal the City may issue to select an ATN vendor/builder to construct the ATN system. Among other things, in Phase I the ATN Consultant team shall fully evaluate how the ATN system could be constructed to maximize its energy efficiency and potentially be powered in whole or part by renewable energy.

Some of the likely key deliverables, milestones and tasks for the FFRDC during this Phase would include but not be limited to:

1. Developing a systems engineering plan to help guide the ATN system development that specifies, among other things, required activities, milestones, decision points and deliverables as well as a schedule of periodic reviews.
2. Delineating the ATN system technical performance requirements (including the capacity to meet varying passenger demand load), applicable standards and specifications, critical physical interfaces and design constraints of the preferred approach.
3. Defining system requirements
4. Evaluating the ATN system architecture and configurations for each of the routing options consistent with Project requirements, including safety, routing, and control systems.
5. In collaboration with transportation consultant, quantifying preliminary energy requirements of ATN systems, identifying potential for renewable energy generation, and calculating carbon emissions reductions achievable through renewable energy and ridership mode shifts.
6. Assisting the City in developing the RFP and evaluation criteria that would be used to select the ATN vendor/builder to build the ATN system.
7. Scheduling regular meetings with City and other key ATN team members; including minutes of meetings, decisions and action items.
8. Developing a written plan and description of practices for protecting ATN vendor/builder's proprietary/confidential information. (PROPOSER may be required to execute Non-Disclosure Agreements with some or all of the ATN vendor/builders who respond to the City's ATN vendor/builder RFP.

Phase II: Final Design/System Development

The principal objectives of Phase II are to select the ATN vendor/builder, identify any technological or supply-base gaps or shortfalls and means to bridge same; and to complete final design of the ATN system.

Some of the likely key deliverables, milestones and tasks for the FFRDC during this Phase include:

1. Evaluating management capability and financial stability of the RFP finalists
2. Identifying any technological or supply-base gaps or shortfalls and, if appropriate, oversee any technological development deemed necessary to close that gap or shortfall.
3. Providing technical, management and cost oversight support to monitor contractor throughout the development, integration and test phases.
4. Providing engineering and laboratory support for anomaly resolution and risk mitigation activities.

Phase III: Construction, Integration & Testing

The principal objective of Phase III is construction of an ATN system that meets the City's goals and objectives for this Project.

Some of the likely key deliverables, milestones and tasks for the FFRDC during this Phase include:

1. Continuing to provide technical, management and cost oversight support to monitor the ATN vendor/builder throughout development, integration and test phases.
2. Providing engineering and laboratory support for anomaly resolution and risk mitigation activities.
3. Evaluating ATN system performance and design, including major findings, best practices, recommendations for ATN system expansion, integration of next generation ATN systems, refinements to specifications.
4. Providing interim reports on test findings, milestones achieved, issues identified as well as potential strategies to resolve those issues.

The PROPOSER shall fully and completely respond to each of the following questions in their proposal.

1. From what the PROPOSER currently knows and understands about ATN technology and the state of the industry, what are some of the technological hurdles the PROPOSER anticipates the City will need to overcome in this Project?
2. What issues or potential hurdles does the PROPOSER anticipate the City might encounter in delivering this Project apart from the readiness of the technology and how might the PROPOSER help the City surmount those hurdles?
3. If a technological gap or shortfall is identified, what strategies would the PROPOSER pursue to bridge that gap or shortfall while containing costs?
4. How does the PROPOSER plan to ensure that tasks performed by the City's ATN team are completed on time and within budget; what processes has the PROPOSER used on other projects that it has found effective?
5. How would the PROPOSER integrate its findings with that of the transportation consultant? What if the PROPOSER's findings or recommendations conflicted with those of the transportation consultant?
6. How would the PROPOSER propose to manage tasks it might share responsibility for with the City's transportation consultant?

APPENDIX C – OVERVIEW OF SCOPE OF WORK AND DELIVERABLES FOR TRANSPORTATION DESIGN SERVICES CONSULTANT

Below is an outline of some of the general tasks and deliverables for the transportation consultant with whom the FFRDC would work for the first two Phases of the Project. The transportation consultant will provide a more comprehensive and detailed scope of work through a separate solicitation process. The information in this Appendix C is provided to assist the PROPOSER in understanding the scope of the Project.

Phase I: Preliminary Design/Development

The principal objective of Phase I is to develop the design, financial, and technical framework that will enable the City to achieve its overall goals and objectives for this Project.

During this phase the transportation consultant will gather information, identify principles, create models, and develop recommendations for such things as the preferred route or routes, ridership projections, and potential station locations. This information will be integrated into the Request for Proposal the City will issue to select an ATN vendor/builder.

Some of the likely key deliverables, milestones and tasks for the transportation consultant during this phase would include but not be limited to:

- 1 Identify the planning principles/parameters that will guide the City's ATN system design.
- 2 Develop a detailed community/media outreach plan.
- 3 Develop ridership demand projections.
- 4 Review existing APM EIR documents (see link Section 1. Background).
- 5 Prepare business case analysis for ATN including analysis of cost/revenue potential of routing options, potential fare model, and overall financial viability of the Project
- 6 Identify options for public-private partnership to expand and operate ATN system once technology is proven.
- 7 Identify a preferred route (or routes) that effectively demonstrate the technology, can be financially self-supporting, and facilitates future expansion.
- 8 Analyze station capacity and passenger loading requirements and identify requirements for location of and number of stations/landings in initial deployment.
- 9 Identify design requirements to ensure that the ATN system visually integrates into the surrounding environment, is perceived as a safe and attractive transportation option, and supports other City land use goals such as facilitating higher-density transit-oriented development and reducing vehicle miles traveled.
- 10 In collaboration with the FFRDC, evaluate cost/benefits of using renewable energy to offset all or a portion of the energy requirements of the ATN system, estimate carbon emissions reductions achievable through use of renewable energy as well as ridership mode shift. Identify other green building practices, including energy efficiency measures, that could be cost-effectively integrated into the design.
- 11 Develop preliminary (15%) design for one high-volume station and one low-volume station.

Phase II: Final Design/System Development

The principal objectives of Phase II are to select the ATN vendor/builder, bring the Project up to final (65%) design, and complete all necessary environmental documentation so that the City can proceed to the final phase of the Project

Some of the likely key deliverables, milestones and tasks for the transportation consultant during this phase include:

- 1 Prepare final business plan for operation and maintenance of the initial ATN network
- 2 Prepare draft business plan for funding future expansion, maintenance and operation of ATN system.
- 3 Prepare EIR, supplemental EIR, and/or any required environmental documents required.
- 4 Prepare detailed cost/revenue analysis for fare model.
- 5 Provide analysis of cost/savings and recommend specifications to execute energy-efficiency and renewable energy strategies determined feasible
- 6 Advance design to 65 percent level, including guideway, fare collection system, and design for six to ten free-standing stations and/or landings/stations incorporated into buildings.
- 7 Summarize and analyze stakeholder input on various aspect of the ATN system.

POTENTIAL ADDITIONAL TASK

Identify possible station interface at three (3) other locations in San José.

ATTACHMENT A – COST PROPOSAL

PROPOSERS shall fully and completely complete and submit this form by providing costs for all proposed tasks for the three Phases of the Project: Phase I (Preliminary Design/Development), Phase II (Final Design/Development), and Phase III (Construction, Integration & Testing). Given the current level of definition of the Project, the estimates for Phases II and III may be given as a range, from minimum to maximum. The cost proposal should not exceed the estimated budget for each Phase of the Project as specified in Section 5 Compensation.

PROPOSER may expand this form to provide more detail for each proposed task. However, the Cost Proposal submitted by the PROPOSER shall not be more than five (5) pages.

Submit one (1) copy of this attachment in a sealed envelope clearly marked “RFP 08-09-DOTAD-009– Cost Form.” No other copies are to be provided.

Phase I: Preliminary Design/Development

TASKS	COST
Task 1	\$
Task 2	\$
Task 3	\$
Task 4	\$
Task 5	\$
Task 6	\$
Task 7	\$
Task 8	\$
Task 9	\$
Task 10	\$
Task 11	\$
Task 12	\$
Task 13	\$
Task 14	\$
Task 15	\$
Task 16	\$

Total Cost for Phase I

\$

Phase II: Final Design/Development

TASKS	COST	
	LOW	HIGH
Task 1	\$	\$
Task 2	\$	\$
Task 3	\$	\$
Task 4	\$	\$
Task 5	\$	\$
Task 6	\$	\$

Task 7	\$	\$
Task 8	\$	\$
Task 9	\$	\$
Task 10	\$	\$
Task 11	\$	\$
Task 12	\$	\$
Task 13	\$	\$
Task 14	\$	\$
Task 15	\$	\$

Total Cost Phase II	\$	\$
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Phase III: Construction, Integration & Testing

TASKS	COST	
	LOW	HIGH
Task 1	\$	\$
Task 2	\$	\$
Task 3	\$	\$
Task 4	\$	\$
Task 5	\$	\$
Task 6	\$	\$
Task 7	\$	\$
Task 8	\$	\$
Task 9	\$	\$
Task 10	\$	\$
Task 11	\$	\$
Task 12	\$	\$
Task 13	\$	\$
Task 14	\$	\$
Task 15	\$	\$

Total Cost Phase III	\$	\$
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Total Cost All Phases (I & II & III)	\$	\$
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- NOTES: 1. Pricing must be for total cost of each phase for which you propose to complete the Project.
2. Consideration for local and small business preference will be applied to the total base bid by the City as applicable. Proposers must complete Attachment C to be eligible for this preference.
3. Only prices that appear on this City Cost Form will be considered. No other pages with prices and no attached price lists will be considered.

PROPOSER's Firm _____

PROPOSER's Signature: _____

Print Name: _____ Date: _____

ATTACHMENT B – CONFLICT OF INTEREST

To be completed by consultants making proposals.

NAME

DATE

PROPOSED ASSIGNMENT:

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest; this form must be completed by each person that the Proposer intends to assign.

Questions	Yes (Provide Details)	No
Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?		
Stock and Investments Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment? Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment? Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? If the answer is yes to any of the above questions, please provide the name of the company and the amount of the stock or investment.		
Employment & Consulting Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? If the answer is yes to any of the above questions, please provide name of employer, nature of services provided and if the dates employed or retained.		
Payments or Gifts Within the past 12 months, have you received any payments or gifts from		

anyone likely to be affected by or involved in the Proposed Assignment? Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment? If the answer is yes, please provide the amount of the payment or value of the gift, the name and position of the payor/donor and the date of receipt.		
Real Estate Do you own real property that is likely to be affected by or involved in the Proposed Assignment? Does your spouse or a dependent own real property that is likely to be affected by or involved in the Proposed Assignment? If the answer is yes, please provide the location of the property.		
Positions Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment? Does your spouse or a dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment? If the answer is yes, please provide the name of the entity, and the title of the position held.		

If during the course of the evaluation, any personal, external, or organizational impairments occur that may affect your ability to do the work and report findings impartially, notify the Program Manager immediately.

Signature

Print Name

Date

ATTACHMENT C – PROPOSAL CERTIFICATION

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Proposing Firm Name:		
Address:		
Telephone: Fax:		
Number of years in business:		
Contact person name and title: Telephone & Fax (if different than above)		

PROPOSER REPRESENTATIONS

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.

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.

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.

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 Proposal package, formal addenda issued by the CITY, or the pre-proposal conference.

Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

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 addresses 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 corporation, 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 (sign name):	
Authorized Representative Name (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):	

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

ATTACHMENT D – PROPOSER QUESTIONNAIRE

All information requested in the Questionnaire shall be furnished by the Proposer, and shall be submitted with the Proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of a proposal.

Name of Proposer exactly as it is to appear on a management services agreement and address which Proposer would designate under the Notice provision of the agreement:

Proposer, if selected, intends to carry on the business as Individual (), Partnership (), Joint Venture (), Corporation (), Other (): If "Other" attach explanation.

If a partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and identify the participants:

A.	NAME	ADDRESS	SHARE

B. Date of Organization:

C. General or Limited Partnership

(if applicable)

D. Agreement Record

County _____ State _____ Date _____

E. Registered in California?	If so, when?

If a corporation, answer the following:

A. When incorporated?

B. In what state?

C. Authorized to do business in California?
If so, what date?

Have you ever had a bond or surety denied, canceled, or forfeited?

YES ☐ NO ☐ If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

Have you ever declared bankruptcy or been declared bankrupt?

YES ☐ NO ☐ If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

Has your company every had any agreements cancelled?

YES ☐ NO ☐ If yes, give details.

Has your company ever been sued by any organization for issues pertaining to fee payment, performance, or other related issues?

YES ☐ NO ☐ If yes, give details.

Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposal?

YES ☐ NO ☐ If yes, give details. Attach copy of such agreement(s).

Are you now engaged in any litigation which does now or could in the future affect your ability to pay fees or perform under this Agreement?

YES ☐ NO ☐ If yes, give details.

The undersigned hereby declares under penalty of perjury that all statements, answers and representations made in this questionnaire are true and accurate, including all supplementary statements hereto attached. In the case of a corporate Proposer, the signature of one duly authorized representative is sufficient.

Signature

Signature

(Please Print or Type name

(Please Print or Type name)

Title

Title

ATTACHMENT E – PREVIOUS CUSTOMER WORKSHEET

You must provide references for projects that are in-process or that you have completed that are similar in functionality, size and complexity to the requirements of this RFP, preferably for municipalities or other public sector organizations. References should be individuals who can verify Proposer's performance.

Please copy this form as appropriate.

Proposer Company Name:

Name of Customer:

Customer Contact and Title:

Customer Address:

Customer Phone No.:

Date of installation and operation:

Date of acceptance:

Provide applicable reference information:

brief description of the work that you performed for this customer

(use additional sheet as needed)

ATTACHMENT F – EXEMPLAR AGREEMENT

**Consultant AGREEMENT FOR
San Jose Automated Transit Network
FFRDC Development Services
BETWEEN
THE CITY OF SAN JOSÉ
AND**

THIS Agreement (hereinafter, "AGREEMENT") is made and entered into this _____ day of _____ 2009 ("Effective Date"), by and between the City of San José, a municipal corporation of the State of California (hereinafter, "City"), and _____ (hereinafter, "CONSULTANT").

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, is listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

City and CONSULTANT, (individually, "PARTY" and collectively, "PARTIES") HEREBY AGREE AS FOLLOWS:

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 the Effective Date and shall extend through October 31, 2011, 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 for professional services 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 City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of tasks completed and the amount charged for each task completed and accepted by the City.

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 SUBCONSULTANTS

- A. Notwithstanding Section 7 above, CONSULTANT may use the following as subconsultants in performing work under this AGREEMENT:
 - (1)
- B. CONSULTANT shall be responsible for directing the work of the above-named subconsultants and for any compensation due to subconsultants. City assumes no responsibility whatsoever concerning such compensation.
- C. CONSULTANT shall change or add subconsultants only with the written approval of City's Director of Transportation.

SECTION 9 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 or 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 10 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 Human Resources or the Director's authorized designee ("Risk Manager") 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 11 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 12 TERMINATION

A. City shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) calendar 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 Director of the Department of Transportation (hereinafter, "DIRECTOR") 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 13 GOVERNING LAW

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

SECTION 14 COMPLIANCE WITH LAWS

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

SECTION 15 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 16 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 17 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 18 ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

CONSULTANT agrees that, in the performance of this AGREEMENT, CONSULTANT shall perform its obligations under the agreement in conformance with City Council Policy 406, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the City's website at the following link: <http://www.sanjoseca.gov/esd/natural-energy-resources/epp.htm>.

Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

1. Use of recycled and/or recyclable products in daily operations (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
2. Use of Energy Star Compliance equipment.
3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
4. Internal waste reduction and reuse protocol(s).
5. Water and resource conservation activities within facilities, including bans on individual service bottled water and the use of compostable food service products. Etc.

SECTION 19 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's 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 20 CONFLICT OF INTEREST

CONSULTANT shall avoid all conflicts of interest or appearances of conflicts of interest in performance of this AGREEMENT. CONSULTANT's employees assigned to perform services as specified in EXHIBIT B of this AGREEMENT ("CONSULTANT's Assigned Employees") shall file an Assuming Office Disclosure Statement of Economic Interests (Form 700) as specified in EXHIBIT G, entitled "DISCLOSURE STATEMENT", which is attached hereto and incorporated herein. Such statement shall be filed within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, CONSULTANT shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700).

SECTION 21 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 José 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 22 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 José 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 23 SPECIAL PROVISIONS

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS," which is attached hereto and incorporated herein.

SECTION 24 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:	City of San José Department of Transportation 200 East Santa Clara Street, 8 th floor San José, CA 95113 Attn: Laura Stuchinsky
To CONSULTANT:	Attn: _____

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

SECTION 25 PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS

The CONSULTANT certifies to the best of his or her knowledge and belief that:
No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit a copy of Exhibit H, "Disclosure of Lobbying Activities" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

SECTION 26 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 for the Northern District of California, in San José, California.

SECTION 27 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 only be modified by a written amendment duly executed by the PARTIES to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

APPROVED AS TO FORM: _____	“City” CITY OF SAN JOSE, a municipal corporation By _____
	“CONSULTANT” _____, a _____ By _____

EXHIBIT A
RECITALS

WHEREAS, City desires to obtain the services of a Federally Funded Research and Development Center for the design, development, integration and testing of an Automated Transit Network within and immediately outside of the Norman Y. Mineta San Jose International Airport; and

WHEREAS, _____ has the necessary professional expertise and skill to provide such services;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain _____ as CONSULTANT to the City to perform those services specified in SECTION 1 and Exhibit B of this AGREEMENT.

End of Exhibit

EXHIBIT B

EXHIBIT B
SCOPE OF SERVICES

<to be determined>

EXHIBIT C
SCHEDULE OF PERFORMANCE

Work shall commence immediately upon execution of this AGREEMENT. CONSULTANT shall schedule work such that tasks are completed in accordance with the schedule established in this Exhibit B:

<to be determined>

EXHIBIT D COMPENSATION

A. Maximum Compensation

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT shall not exceed _____.

Compensation shall be subject to the following general restrictions: (1) any hours worked and services rendered for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the City; and (2) once the City accepts a particular task as complete, CONSULTANT shall not bill any further services against the budget for that task even if unexpended amounts remain in the budget, unless authorized in advance in writing by City.

B. Budget

The maximum compensation, including professional services and Supplemental Services shall not exceed the indicated amount for the following phases:

Description	Maximum Amount
Phase I	
Task 1 _____	\$
Task 2 _____	\$
Task 3 _____	\$
Task 4 _____	\$
Task 5 _____	\$
Subtotal _____	
Phase II	
Task 1 _____	\$
Task 2 _____	\$
Task 3 _____	\$
Task 4 _____	\$
Task 5 _____	\$
Subtotal _____	
Phase III	
Task 1 _____	\$
Task 2 _____	\$
Task 3 _____	\$
Task 4 _____	\$
Task 5 _____	\$
Subtotal _____	

The Director of Transportation or Director's designee, at the Director's sole discretion, may shift any portion of the amounts set forth above to another item so long as the total does not exceed the maximum amount of compensation to be paid under the AGREEMENT. Any such adjustment must be in writing to be effective.

C. Monthly Invoices

- CONSULTANT shall, during the term of this AGREEMENT, invoice the City on a monthly basis for all services performed under this AGREEMENT since the previous invoice. CONSULTANT shall invoice

EXHIBIT D

the CITY by the 20th of each month during the term of the AGREEMENT. CONSULTANT shall invoice the CITY based on tasks completed as referenced in the scope of work (Exhibit B) and accepted by the City to a maximum amount per task as outlined above. CONSULTANT shall prepare all monthly invoices in the format shown below, using Microsoft Excel software, unless otherwise directed by CITY. A hard copy of the monthly invoices shall be provided to the Director of Transportation or the Director's designee. CONSULTANT shall provide electronic copies of monthly invoices upon request.

The invoice shall set forth a detailed description of the services performed during the invoice period, and the total amount to be paid.

2. CONSULTANT shall attach to the monthly invoices provided to the Director of Transportation or the Director's designee, sufficient documentation to verify the amounts being charged by CONSULTANT, including, but not limited to, canceled checks, company task logs, paid bills, receipts, and invoices.
3. Provided the services and reimbursable expenses covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, City shall pay CONSULTANT the amount shown on the invoice within thirty (30) days of Director's approval of the invoice.
4. Failure to provide invoices as prescribed under the Task Deliverables could jeopardize timely payments to CONSULTANT.
5. There are no reimbursable expenses under this AGREEMENT.

EXHIBIT D

YOUR COMPANY LETTERHEAD				
Project Name: San Jose Automated Transit Network FFRDC Development Services			Invoice Number:	
Project Number: 08-09-DOTAD-009			Invoice Date:	
For professional services for the period from _____:				
Phase 1 - Preliminary Design/Development				
Task	Description	% Complete	Apportioned	Total Amount
Task 1		X	\$ A	0.00
Task 2 EXAMPLE	Evaluation of ATN Vendors	10.00	100,000.00	\$10,000.00
Task 3		Y	\$ B	
Task 4		Z	\$ C	
Subtotal of Work				10,000.00
Adjustments				_____
TOTAL BILLING FOR PERIOD				10,000.00

FIGURE D-1, Monthly Invoice Format Part 1

EXHIBIT E INSURANCE

CONSULTANT, at CONSULTANT'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 CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, nonowned, and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit 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: One Million Dollars (\$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 Code and Employers Liability limits of One Million Dollars (\$1,000,000) per accident; coverage shall be endorsed to state carrier waives its rights of subrogation against the CITY, its officers, employees, agents, and contractors; and
4. Professional Liability Errors & Omissions: One Million Dollars (\$1,000,000) per occurrence/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 officers, employees, agents and contractors; or CONSULTANT 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:

EXHIBIT E

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 insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. CONSULTANT'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 CONSULTANT's insurance and shall not contribute with it.

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

d. Coverage shall state that CONSULTANT'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.

e. Coverage shall contain a waiver of subrogation in favor of the CITY, its officers, employees, agents, and contractors.

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

CONSULTANT 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 – Human Resources
Risk Management
Attn: Connie Aparicio-Yanez
200 East Santa Clara Street, 2nd Floor Wing
San José, California 95113-1905

G. Subcontractors

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

EXHIBIT F
SPECIAL PROVISIONS

[to be determined]

EXHIBIT G
STATEMENT OF INTEREST DISCLOSURE

CONSULTANT shall file with City Clerk a disclosure statement (Statement of Economic Interests -- Form 700) which includes disclosure of the following:

1. Schedule A - 1 -- Investments.
2. Schedule A - 2 -- Investments, Income and Assets of Business Entities/Trusts.
3. Schedule B -- Interests in Real Property.
4. Schedule C -- Income and Business Positions.
5. Schedule D -- Income - Loans.
6. Schedule E -- Income - Gifts.
7. Schedule F -- Income - Gifts; Travel Payments, Advances and Reimbursements.

EXHIBIT H
NOTICE TO EXERCISE OPTION TO PROCEED

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	Agreement for between the City of San Jose and
CONTRACTOR Name and Address:	
DATE:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section __ of the Agreement referenced above, the City of San Jose hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
-------------------	--

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
---	--

Pursuant to section ____ of the Agreement the Rates of Compensation are hereby adjusted as follows:
(use attachment if necessary)

Please see attachment

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San Jose hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF SAN JOSE
a municipal corporation

Title:
Name: