



REQUEST FOR PROPOSAL

Records Center Management System

RFP # 08-09-18

January 16, 2009

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PART 1 – GENERAL CONDITIONS AND REQUIREMENTS

1 INTRODUCTION

- 1.1** The City of San José (hereinafter “CITY”) is soliciting proposals for a web based Records Center Management System (RCMS) solution and related services to include system implementation, training, installation, configuration, data migration and first year support/maintenance. The purpose of the RCMS is to track and manage inactive physical records primarily at the container (box) level but also at folder level.
- 1.2** The budget for this project is \$40,000 for the initial purchase, including all software, hardware, related implementation and training services, and the first year support/maintenance.
- 1.3** The term of the agreement will be for initial year purchase and related services, with four one-year options to renew maintenance and support.
- 1.4** The CITY is not looking for a Document Management System for records management, workflow management or business process re-engineering.

2 PROCUREMENT TIMELINE

TASK	DATES
RFP release date:	January 16, 2009
Deadline for written questions/clarification: and Deadline for objecting to the specifications:	January 29, 2009 Due by Close of Business
City to respond to submitted written inquiries and/or clarification requests. Response to be distributed on BidSync via addendum	February 2, 2009
RFP Due Date: Time: Location:	February 17, 2009 2:00 PM Deadline (Pacific Time) City of San Jose – Finance Department Attention: Purchasing, Maria Contreras-Tanori 200 E. Santa Clara St., 13 th Floor Tower San Jose, CA 95113-1905

3 CONTACT INFORMATION

Name/Title:	Maria Contreras-Tanori Procurement Officer
Contact Information:	200 East Santa Clara Street, 13 th Floor San Jose, CA 95113 Phone: (408) 535-7099 Fax: (408) 292-6480 e-mail: maria.contreras-tanori@sanjoseca.gov

4 DESIRED QUALIFICATIONS

The desired qualifications for proposers responding to this RFP are as follows:

- 4.1 Proposers should have at least three years of experience in the RCMS industry. The years of experience must be provided in the Attachment B – Proposal Certification.
- 4.2 Proposers should submit three customer references of recent RCMS contracts and installations, preferably with other public agencies. Reference information must be provided using Attachment D – Previous Customer Reference.

5 PROCEDURE FOR SUBMITTING QUESTIONS & INQUIRIES

Questions pertaining to this RFP must be submitted IN WRITING via BidSync to the contact person listed under Part 1, Section 3, “Contact Information.” Please be as 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.

6 HOW TO OBTAIN THIS RFP

- 6.1 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
- 6.2 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.
- 6.3 Prospective subcontractors should note that once registered with BidSync, they will be able to view all organizations (with name and contact information) downloading the RFP document.

7 OBJECTIONS

- 7.1 Any objections as to the structure, content, or distribution of this RFP must be submitted in writing to the Chief Purchasing Officer by the deadline listed in Part 1, Section 2, “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:

7.2 The address for submitting objections to this RFP is:

City of San Jose, Finance Department
Attention: Purchasing, Chief Purchasing Officer
200 East Santa Clara Street, 13th Floor Tower
San Jose, CA 95113-1905

8 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.

9 COMPLETE RFP

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

- 9.1 PART-1, Project Overview and Requirements
- 9.2 PART- 2, Scope of Work and System Requirements
- 9.3 ATTACHMENT A – Cost Proposal
- 9.4 ATTACHMENT B – Proposal Certification
- 9.5 ATTACHMENT C – Proposer Questionnaire
- 9.6 ATTACHMENT D – Previous Customer Reference Worksheet
- 9.7 ATTACHMENT E – Local and Small Business Preference
- 9.8 ATTACHMENT F – Exemplar Agreement (includes all insurance requirements)

10 SUBMISSION OF PROPOSALS

- 10.1 Submit one original and three (3) copies of the proposal clearly marked on the box and on the cover or title page of each proposal as follows: **08-09-18 Records Center Management System**. In addition, include an electronic copy of your proposal on a CD or DVD, in Adobe™ Acrobat (pdf) format.
- 10.2 Submit one original copy of the cost proposal form outlined under Attachment A "Cost Proposal" in a separate sealed envelope clearly marked on the outside: **"RFP 08-09-18 Records Center Management System Cost Proposal"**.
- 10.3 Refer to the procurement timeline in Part 1, Section 2, "Procurement Timeline" for due dates and delivery locations.
- 10.4 All proposals shall be submitted as hard copy bound documents. The Original hard copy version of the proposal will be considered the official proposal submission.
- 10.5 All pages shall be sequentially numbered and a table of contents shall be provided.

10.6 The font size on each page shall be 11 point Times New Roman font.

10.7 The pages shall be double sided and double-spaced.

11 RESPONSE DOCUMENTS/SUBMISSION REQUIREMENTS

In order to expedite the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the CITY's sole discretion.

11.1 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.

11.2 Product Information & Literature – Include product summary containing highlights of the proposal, describing how the PROPOSER will meet the requirements of the RFP, including the PROPOSER's proposed approach to providing the services described in this RFP.

11.3 Hardware Requirements: Please indicate the hardware requirements in order to operate your proposed solution.

11.4 Product Demonstration CD or Online Access – Please provide a product demonstration CD or access on Online demo site for evaluation.

11.5 Sample Documents – The proposal shall include sample documents of license and maintenance agreements if applicable.

11.6 Cost Proposal – PROPOSER's shall submit a separate package as shown in Attachment A "Cost Proposal"

11.7 Attachments –

11.7.1 Attachment A – Cost Proposal

11.7.2 Attachment B – Proposal Certification. **Important: this form must be signed and submitted with your proposal or your proposal will be deemed non-responsive and disqualified from further consideration.**

11.7.3 Attachment C – PROPOSER Questionnaire, fully completed

11.7.4 Attachment D – Previous Customer Reference Worksheet (per Section 4.3)

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

11.7.6 Attachment F – Exemplar Agreement. Note any exceptions to the Terms and Conditions of the Exemplar Agreement. If there are no exceptions, please return the first page of the Agreement marked "No Exceptions". Please note that excessive changes may result in lower proposal scores, or disqualification of proposal.

12 REVIEW PROCESS/EVALUATION CRITERIA

12.1 PROPOSAL RESPONSIVENESS. (PASS/FAIL):

12.1.1 Required Documentation: Proposals will be reviewed to determine if all required documentation was included with your proposal submittal as described in Part 1, Section 11.

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

12.2 PROPOSAL REVIEW AND EVALUATION

12.2.1 The Proposals will be evaluated against the general criteria and weighted scores will be applied as described in Part 1, Section 12.6.

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

12.3 PRODUCT DEMONSTRATION / ORAL PRESENTATIONS/INTERVIEWS (OPTIONAL)

12.3.1 Finalists (Proposals determined to have scored in the competitive range based on a technical evaluation as described above) 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.

12.4 COST PROPOSAL

After the technical and oral presentations, cost proposals will be opened and Proposals will be scored in accordance with all the criteria outlined under Part 1, Section 12.6.

12.5 BEST AND FINAL OFFER (BAFO).

12.5.1 A 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 PROPOSER's 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.

12.5.2 The CITY may request only one BAFO, unless the Chief Purchasing Officer determines in writing that another BAFO is warranted.

12.5.3 PROPOSER's are cautioned that the BAFO is optional and at the sole discretion of the CITY. Therefore, PROPOSER's 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. PROPOSER's may not request an opportunity to submit a BAFO.

12.6 PROPOSAL EVALUATION/WEIGHTING CRITERIA

Description	Weight
Proposal Responsiveness	Pass/Fail
Experience of Proposer and Customer Satisfaction (years in business and installed base, customer satisfaction, reputation, quality of references, implementation and support team)	15%
Technical Proposal – Product Capability	50%
Cost – Fee Structure (based on the initial acquisition and implementation cost, plus maintenance/support for 5 year period)	25%
Local Business Enterprise	5%
Small Business Enterprise	5%
Total	100%

12.7 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.

13 BASIS OF AWARD

13.1 Award will be based on the overall highest ranked PROPOSER score in accordance with Section 12.6.

13.2 Should the City, in its sole discretion, determine that a secondary award is required, award will be to the second highest ranked PROPOSER.

13.3 Should either of the selected PROPOSERS 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.

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

14 PROTEST PROCEDURE

14.1 If an unsuccessful PROPOSER wants to dispute the award recommendation, the Protest must be submitted in writing to the Chief Purchasing Officer no later than ten calendar days after announcement of the successful PROPOSER, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with Part 1, Section 7, "Objections to this RFP." Failure to submit a timely written Protest to the Chief Purchasing Officer will bar consideration of the Protest.

14.2 The address for submitting protests is:

City of San Jose - Finance
Purchasing Division, Attn: Chief Purchasing Officer
200 E. Santa Clara Street, 13th Floor Tower
San Jose, CA 95113-1905

15 GENERAL INFORMATION

- 15.1** The City reserves the right to accept or reject any item or group(s) of items of a 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.
- 15.2** 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 including but not limited to price, implementation costs, design quality, features, and performance.
- 15.3** Final award shall be contingent upon reaching an agreement on software licensing terms, if applicable.
- 15.4** Do not include sales tax in your price quotation. The City will work with the selected supplier to add sales tax as appropriate, and will incorporate it into the Purchase Order.
- 15.5** Statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.
- 15.6** 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.
- 15.7** The City may require financial statements for the last two fiscal years as certified by an independent Certified Public Accountant. Do not submit these documents unless they are requested.

16 GROUND FOR DISQUALIFICATION

- 16.1** 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.
- 16.2** Any Proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:
- 16.2.1** 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.
- 16.2.2** Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.
- 16.2.3** Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.
- 16.2.4** Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

16.3 In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:

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

16.3.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.

16.3.3 Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

16.3.4 Proposer's default under any City agreement, resulting in termination of such Agreement.

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 Part 1, Section 3, "Contact Information."

17.2 PROPOSER requests for clarification shall be deliverable as stated in Part 1, Section 2, "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 After acceptance of the successful proposal by the City, the successful Proposer(s) shall be obligated to enter into an agreement consistent with the proposal submitted.

18.3 Should 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 forfeiture of the Proposal Bond, if any, and any damages and shall have the right to award to the next responsive PROPOSER.

19 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.

20 CODE ADHERENCE, PERMITS AND FEES

Contractor shall agree to abide by all laws, rules and regulation of the United States, State of California, Santa Clara County, and the City of San Jose, securing all necessary licenses and permits in the connection with resulting contract at no additional cost to the City. Successful contractor must have or obtain a current City of San Jose business license.

21 GENERAL TERMS AND CONDITIONS OF AGREEMENT

- 21.1** 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.
- 21.2** 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.
- 21.3** An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City.

22 INSURANCE REQUIREMENTS

- 22.1** The selected PROPOSER(s), at PROPOSER's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment F "Exemplar Agreement under Exhibit C.
- 22.2** All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected PROPOSER agrees to provide the CITY with a copy of said policies, certificates and/or endorsements.
- 22.3** Certificate of Insurance, as required, shall be provided to City within 10 days of the notice of award. Failure to provide the required Certificate of Insurance may result in withdrawal of the Award, and award to the next highest ranked Proposer.

23 LOCAL AND SMALL BUSINESS PREFERENCE

It is the policy of the City of San José to encourage local and small business activity. Effective June 18, 2004, the CITY adopted Ordinance 27136, which established a Local and Small Business Preference Policy for the procurement of supplies, materials, equipment, general services and consulting services. In order for the Proposer to be eligible for local and/or small business preference, the Proposer must complete Attachment E "Local and Small Business Preference." If the Proposer fails to complete this form and submit it with the proposal, the Proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

24 PUBLIC NATURE OF PROPOSAL MATERIAL

- 24.1** All correspondence with the CITY including responses to this RFP will become the exclusive property of the CITY and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the CITY will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.
- 24.2** Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.
- 24.3** Do not mark your entire proposal as "confidential".
- 24.4** The CITY will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public records Act which provides the exemption as well as the factual basis for claiming the exemption.
- 24.5** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José 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.

25 NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Proposer agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of San Jose contracts.

26 CITY BUSINESS TAX

The Proposer(s) shall be required to comply with the San Jose Municipal Code Chapter 4.76 with respect to payment of the City Business Tax prior to any commencement of work. Contact Finance/Revenue Management at (408) 535-7055 to determine the applicable tax costs, or Web Site: <http://www.csjfinance.org/>.

PART 2 – STATEMENT OF REQUIREMENTS

INSTRUCTIONS FOR RESPONDING TO THIS SECTION:

- Respond to each requirement, and clearly indicate if the requirement is currently available, available through configuration performed by vendor, available through configuration performed by City, or the requirement is not available.
- Comment on each specification as required to assist City in understanding how the requirement is met. Please be as concise in your response as possible.
- Where appropriate, provide supporting documentation such as screen shots, sample reports and user documentation in order to demonstrate how the specification is addressed.
- Note: Responses such as “will comply” are not acceptable. The City is interested in understanding the current capabilities of your proposed solution in meeting the City’s specifications.

1 SYSTEM DELIVERY OPTIONS

The City will consider purchased or hosted solutions.

2 SYSTEM REQUIREMENTS

- 2.1** Solution must be web-enabled allowing users to access the solution with a web browser. The current City standard web browser is Windows Internet Explorer version 6.0. Client server applications will not be considered.
- 2.2** The system will be able to run in a mission critical environment and operate 24-hours a day, 7 days a week.
- 2.3** The system shall operate at a high level of security using appropriate encryptions, data integrity checks and strong authentication.
- 2.4** Solution must be intuitive and easy to use. City staff shall require training to fully understand the most advanced user and administrative features of the solution.
- 2.5** Solution must provide a complete audit trail of all transactions and provide time stamp and user id.
- 2.6** The system shall have the following capabilities and/or features:
 - 2.6.1** Tracking of all physical locations
 - 2.6.2** Linking of physical locations to descriptive records
 - 2.6.3** Generate barcode labels for new boxes or any existing boxes.
 - 2.6.4** Barcode tracking capability for checked out, returned and disposed records.
 - 2.6.5** Creation and revision of views for data entry and searching.
 - 2.6.6** The addition of new data fields.
 - 2.6.7** Hard-coding of disposition (destruction) dates for boxes.
 - 2.6.8** Revision of data according to assigned user rights.
 - 2.6.9** End-user data entry capability for new boxes with ability for Record Center Staff to

review data before it becomes active.

2.6.10 End-user capability to request retrievals and re-files directly through the system.

2.6.11 Search and query capabilities including: keywords, account/department, retention period, destruction date etc.

2.6.12 Generate retrieval pick lists as created by staff.

2.6.13 Allow for checking file folders in and out of boxes and track their locations.

2.6.14 General disposition pick lists and permit the change of status boxes in the system from having a physical location to being destroyed and maintain a record of destruction.

2.6.15 Check-in/out tracking (boxes or containers)

2.6.16 Administrator interface to establish users and access rights

2.6.17 Records location control

2.7 A preferred feature is the ability to use the existing labeling and barcode information.

2.8 The system shall provide for full data and system backup on an automatic or scheduled basis for complete recovery and functionality within 24 hours of system failure.

2.9 Licensing should support approximately 25 end users and 2 administrative users that will access the system

3 BARCODE READER REQUIREMENTS

3.1 The City currently uses the Falcon PT40 Bar Code Reader as part of the existing Records Center System. Solution must be compatible with this unit. See Exhibit A for the specifications.

4 IMPLEMENTATION

4.1 The Proposer shall provide all necessary services required to implement the system for the City. These services are to include, but are not necessarily limited to the following:

4.1.1 Project Planning and Management - Proposer shall designate a lead person or persons for coordination of activities, scheduling, and interfacing with the City's project manager and stakeholders.

4.1.2 Implementation Plan - Proposer shall provide an implementation plan to include all project phases including.

4.1.3 Setup and Configuration of Software - Proposer shall set-up and configure the system to meet the City's requirements.

4.1.4 Testing and Verification - Proposer shall develop a testing and verification plan and conduct testing to ensure the proper operation of the system. The City's data shall be used for all testing.

4.1.5 System installation shall not be considered complete until the City has approved the system.

5 DATA MIGRATION

- 5.1** Contractor shall perform the migration of data from the City's existing Records Center System. Migration shall include existing data from Oracle Database that includes about twenty relational tables with approximately 30,000 total records.

6 REPORTS

- 6.1** Standard and ad hoc reporting capability or integration with a third party report writer (such as Crystal) is desirable.
- 6.2** The ability to export report data directly to the most common PC applications including Excel, Access and MS Word.
- 6.3** Please submit a complete list of your standard reports and what variable assignments are available to each report (for example, date may be limited date range, buyer name, commodity code, etc).

7 TRAINING

- 7.1** End-user training for typical end-user functions.
- 7.2** Technical Training - While the CITY intends to contract with the Proposer for follow-up support of the system, there is still a need for the CITY to understand how to technically support the system. The training program should include an overview of the system architecture, server management, client installation, installation of system updates, security management, and system hardware maintenance.
- 7.3** Training shall be performed at City facilities.
- 7.4** Include all training manuals, and related documentation.

8 SUPPORT AND MAINTENANCE

- 8.1** Proposal must include toll-free telephone help desk and technical support to City users. Preferred hours of operation/availability are 8:00 AM to 5:00 PM Pacific Time, Monday through Friday.
- 8.2** Preventative maintenance must be performed during times that minimize interruption of service.
- 8.3** The successful PROPOSER shall be responsible for all software maintenance and service associated with the proposed system.
- 8.4** PROPOSER shall provide all the storage required for City to utilize the solution.

- 8.5** The PROPOSER shall deliver a System Operations and Support manual as well as manuals that come with system that were installed as part of the system. The documentation of the City's configuration, installation disks for all systems, and an inventory of all hardware and software installed including the manufacturer, model and associated software versions and hardware firmware for the installed system must also be included.

9 OTHER

Please provide additional information about any other feature or capability your product has that is not specifically called out on this features list, but may be consistent with the City's goals and objectives as stated in this RFP.

10 EXIT STRATEGY (FOR HOSTED OPTION)

- 10.1** The CITY will own the data contained in the system and upon termination of the agreement, must agree to provide all data to the CITY in format that is compatible with the CITY's Oracle enterprise database platform.
- 10.2** At the termination of the contract for vendor-hosting, all data at the PROPOSER'S facilities shall be purged CITY determines that it has satisfactory copies of the data.

EXHIBIT A – FALCON BARCODE READER

Falcon® PT40

Compact Bar Code Data Collection Terminal



Features:

- Compact – size of a cell phone
- Integrated bar code laser
- Lightweight – 4.2 oz./119 grams
- 26 key numeric keypad (cell phone layout)
- Up to 2MB of memory
- Large capacity Lithium Ion main battery
- Rechargeable Lithium backup battery
- Supports taskswitching – up to 4 applications
- Powerful program generator (PPG) to develop applications

Compact Data Collection

The new Falcon PT40 is a very compact, sleek portable data terminal, sized to fit in your shirt pocket or on a belt clip like a cell phone. Complete with integrated bar code laser and multiple memory options, the PT40 is powerful enough to handle most any batch data collection task. The Falcon PT40 is designed primarily for retail and light industrial applications where low cost and an extremely small form factor are desired.

Small in Size, Big on Features

With its built-in laser, the PT40 is very snappy at scanning bar codes at distances from 2 inches/5cm up to 34 inches/87cm. The PT40 offers memory options from 256K up to 2MB for large look-up files or extensive data storage. The PT40 even supports the ability to instantly switch between up to 4 applications, providing added flexibility. Additionally, the PT40 features a long lasting Lithium-Ion main battery, providing many hours, or even days of use between charges. Backed by a rechargeable Lithium backup battery, the PT40 will retain its memory for 3-5 days even when the main battery is completely discharged. A full 26 key keypad is laid out virtually identical to a typical cell phone, providing easy transition for the average user. The crisp display is even backlit for low-light situations. Tested to repeated 12 meter (4 foot) drops to concrete, the PT40 is designed to handle demanding data collection tasks.

Powerful Programming Tool

The PT Program Generator (PPG) is a Windows based programming tool that features a graphical user interface to quickly and easily create your PT40 portable application. The latest version of PPG allows an existing PT 2000 or TopGun application to run without modification on the PT40 (with a simple re-compile).

International Capabilities

The PT40 was designed for data collection users worldwide. Initially supporting Chinese Simplified and Chinese Traditional (BIG5) fonts, the PT40 will continue to be expanded to support other double byte languages in the near future.

Ease of Use

The PT40 comes with PAL, a simple, yet effective application pre-loaded on every terminal. PAL allows you to start using the PT40 right out of the box to scan bar codes and collect basic inventory data. Simply drop the PT40 in the docking station (or connect the direct connect cable) and send your collected data to your PC.



Specifications

Falcon® PT40

These product Specifications are subject to change without notice. Additional information concerning this product or other PSC products and services can be found at the PSC website: www.pscnet.com or

Mechanical

Dimensions

Length: 5.35" (136 mm)
Width: 1.89" (48 mm)
Height: .93" (24 mm)
Weight: 4.2 oz. (119 g) including battery

Display

Type: Backlit Graphics PSTN LCD
Size: 96 x 48 pixels
Text: 6 lines x 16 characters wide (small font)
4 lines x 12 characters wide (large font)
Double Byte (Chinese): 3 lines x 8 characters wide

Keypad

26 keys with full alphanumeric capability
(cell phone layout)
Four function keys

Construction

ABS plastic
Chemical resistant

Environmental

Temperature rating

Operating: 32° to 122° F (0° to 50° C)
Storage: -4° to 158° F (-20° to 70° C)
Humidity: 5 to 95% RH (non-condensing)
Shock: multiple 4-ft. (1.2 m) drops to concrete

Decoding Capability

(auto-discriminates between)

UPC A, E / EAN 8, 13 / JAN 8, 13 (extensions)
Code 128 Interleaved 2 of 5
Code 39 Code 39 Full ASCII
Code 95 Codabar

Safety & Regulatory

Electrical: Complies to CE

Emissions: FCC Part 15 - Class A

Laser: CDRH Class 2 / IEC Laser Class 2

(CAUTION: Laser Radiation - do not stare into beam)



Optical

Light source: 650nm Visible Laser Diode (VLD)

Rate: 50 ± 6 scans/sec. bi-directional

Scan angle: 46.5° typical

Depth-of-field: Refer to chart below

Ambient light immunity:

Artificial light: 450 ft-candles (4,844 lux)

Sunlight: 8,000 ft-candles (86,12 lux)

Depth-of-Field Chart

printing resolution, contrast and ambient light dependent

TYPICAL RANGE			
LABEL RESOLUTION	5 mil	2.6" to 5.9"	6.6 to 150cm
	7.5 mil	2.0" to 9.2"	5.0 to 234cm
	10 mil	1.7" to 12.4"	4.3 to 315cm
	15 mil	1.8" to 14.5"	4.6 to 36.8cm
	20 mil	*** to 20.3"	*** to 51.6cm
	40 mil	*** to 29.7"	*** to 75.4cm
	55 mil	*** to 34.4"	*** to 87.4cm
	* Minimum distance determined by width of bar code and scan angle		

Accessories



System

Hardware

16-bit CMOS Microprocessor
Real-time Clock and Calendar
RAM: 256 KB to 2 MB
FLASH: 512 KB

Beeper

Software programmable speaker volume, duration, and pitch

Data Communications

PT40
Serial (requires serial cable)
RS-232C, ASCII 7- or 8-bit, Selectable Parity;
300 to 38,400 baud programmable;
Supports CTS/RTS and Xon/Xoff
Docking Station
Serial (cable included with dock)
RS-232C, ASCII 7- or 8-bit, Selectable Parity;
300 to 38,400 baud programmable;
Supports CTS/RTS and Xon/Xoff

Protocols

ACK/NAK, X Modem, Carriage return only

Power

Main Battery: 600 mAh rechargeable Li-Ion.
Typical recharge time: 3-4 hours
Backup Battery: Rechargeable lithium
protects RAM and real time clock
AC Adapter (required for dock)
Input: 100-240V, 50-60Hz, 0.3A
Output: 9VDC, 1.3A

Software

Supports programs generated with PT
Program Generator (PPG)
Supports task switching between Up to
4 applications

International Character Sets

Supports Chinese Traditional (Big 5) and
Chinese Simplified

Specifications are subject to change
without notice.

Additional information concerning this product or other
PSC products and services can be found at the PSC web-
site: www.pscnet.com, or contact your PSC representa-
tive for more information.



PSC Inc.
950 Terry Street
Eugene, OR 97402-9150 USA
Tel: 800 605 5700 or 541 683 5700
Fax: 541 345 7140

PSC Worldwide Sales and Service Locations

Australia - NSW		Belgium		Brazil/China		China		China - South		France	
Tel: 61 2 9878 8000	Tel: 32 2 48474 00	Tel: 55 1 5507 7721		Tel: 86 10 6857 0048	Tel: 86 20 8765 9055	Tel: 33 1 64 86 71 00					
Fax: 61 2 9878 8688	Fax: 32 2 480 1163	Fax: 55 1 5507 7606		Fax: 86 10 6857 8600	Fax: 86 20 8765 9055	Fax: 33 1 64 46 72 44					
Germany		Hong Kong		India		Italy		Japan		Latin America	
Tel: 49 651 95580	Tel: 852 2584630	Tel: 91 11 2462586		Tel: 39 039 629021	Tel: 81 3 3491 6761	Tel: 1305 530 001					
Fax: 49 651 95588	Fax: 852 2520301	Fax: 91 11 2464662		Fax: 39 039 6859496	Fax: 81 3 3491 6656	Fax: 1305 530 0206					
Sweden		United Kingdom		Singapore		Spain					
Tel: 46 400 8492	Tel: 441923 800500	Tel: 65 485 138		Tel: 34 91 205 65 00							
Fax: 46 400 8491	Fax: 441923 800505	Fax: 65 226 1242		Fax: 34 91 205 65 01							

Part No. 140-0037 US C-0404

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ATTACHMENT A – COST PROPOSAL

Select Proposal type: ☐ On-Premise Licensing Option
☐ Hosted Option

Description	Initial Year	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Software Licenses (25 End Users) (2 Administrative Users)					
Solution / Implementation					
Configuration (if any)					
Training					
Support					
Maintenance					
SYSTEM TOTAL					

- Notes:
1. Do not include sales tax in your price quotation. The CITY will work with the selected supplier to add sales tax as appropriate.
 2. Do not leave any item blank. If pricing for any line item is included in another line item, then please indicate as such. If any item is not applicable, then please indicate as such and state the reason(s) why.

ATTACHMENT B– 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 RCMS Industry:		
Contact person name and title: Telephone & Fax (if different than above)		

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the CITY.
4. Proposer did not receive unauthorized information from any CITY staff member or CITY Consultant during the Proposal period except as provided for in the Request for Proposal package, formal addenda issued by the CITY, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the 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 ABOVE

ATTACHMENT C – 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 D – PREVIOUS CUSTOMER REFERENCE WORKSHEET

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

Please copy this form as appropriate.

Proposer Company Name:

Name of Customer:	Customer Contact and Title:
_____	_____
_____	_____
Customer Address:	Customer Phone No.:
_____	Email:
_____	_____
Location:	_____
Date of installation and operation:	_____
Date of acceptance:	_____
Term of contract (start/end date)	
Dollar value of Contract	\$ _____
Provide a brief description of the work that you performed for this customer and the general technology used (use additional sheets if necessary):	

(Use additional sheet(s) as needed)	

ATTACHMENT E – LOCAL & SMALL PREFERENCE

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

ATTACHMENT F – EXEMPLAR AGREEMENT

AGREEMENT FOR THE PURCHASE OF

BETWEEN
THE CITY OF SAN JOSE
AND

This Agreement is entered into as of Month, day, 2009 between the City of San José, a municipal corporation ("City"), and {Company Name} a {State} {type of company} ("Contractor").

RECITALS

1. City has issued a Request For Proposal (RFP) for the purchase of _____ System;
2. Contractor has the necessary expertise and skill to perform such services and Contractor's Proposal can meet City's needs;
3. Contractor has a good understanding of City's requirements; and
4. Based on this in-depth understanding and combining it with Contractor's knowledge and experience Contractor warrants that their proposal will meet the City's specifications and requirements as described in the Scope of Services;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 Agreement Documents

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

EXHIBIT A - Scope of Services
EXHIBIT A1- Performance Schedule
EXHIBIT A2 - Procurement System Features
EXHIBIT B - Compensation
EXHIBIT C - Insurance Requirements
EXHIBIT D - Change Order Form
EXHIBIT E - Notice of Option to Extend Agreement
EXHIBIT F - Privacy and Disclosure Policy
EXHIBIT G - Proposal Response
EXHIBIT H - City of San Jose RFP # _____, {Name of RFP}

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail. To the extent not inconsistent with this Agreement between the City and Contractor, including this Scope of Services, Contractor's response and Proposal {RFP # _____ and Name} (EXHIBITS G and H) shall supplement the Statement of Work (Exhibit A) and be subject to the terms and conditions of the Agreement. In the event of conflict between these documents, the Scope of Services shall take precedence over the Proposal.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading, or other forms

utilized or exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Agreement.

2 Term of Agreement

2.1 Term

The term of this Agreement is from Month, date, 2009 to Month day, 2010; inclusive, subject to the provisions of Section 9.

2.2 Option to Extend

The City reserves the right to extend the term of this Agreement for four (4) additional one-year terms ("Option Periods"). City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option prior to the end of the then current Term

3 Scope of Services

3.1 Scope of Work

Contractor agrees to perform the services set forth in the Scope of Work which is attached as Exhibit A hereto and incorporated as though fully set forth herein (the "SOW").

3.2 Equipment

Any additional equipment required for final acceptance as detailed in Scope of Services (Exhibit A) but not reflected in the Contractor's proposal and pricing shall be the sole responsibility of the Contractor and at no cost to the City.

3.3 Notification

Contractor agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure.

3.4 Privacy and Disclosure

Contractor agrees in the performance of services to comply with City's Privacy and Disclosure Policy set forth in Exhibit F entitled "Privacy and Disclosure Policy", which is attached hereto and incorporated herein. Contractor shall ensure that all webpages that it creates are consistent with the Policy. Contractor further agrees that it shall treat all information received through the performance of this Agreement in strict accordance with the Policy.

4 Data and Facilities

Contractor acknowledges that it has in its possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are matched hereto, and all such data are adequate to enable Contractor fairly to determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth: Contractor represents that it now has or can readily procure without assistance of City all facilities, machinery and equipment necessary for the performance of this purchase order.

5 Standards of Service

In connection with the performance of any Services pursuant to this Agreement:

5.1 Number of Employees

Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment and other materials necessary to perform the Services contemplated in this Agreement.

5.2 Skill of Employees

Contractor warrants that employees shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

5.3 Duty of Confidentiality

All data, documents, discussions or other information developed or received by or for one party in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by the other party, or as required by law. The receiving party warrants that all employees utilized by it in performing Services are under a written obligation to the receiving party requiring the employee to maintain the confidentiality of information of the other party.

5.4 Security and Safety

Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies. City may require each employee providing Services to undergo a background investigation, including, but not limited to a criminal records and fingerprint check. Contractor shall promptly replace any employee found to be unacceptable to City, in its discretion, on the basis of a significant infraction found in the background investigation.

5.5 Contractor's obligations to employees

Contractor shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

5.6 Replacement of Employees

During the course of performance of Services, City may request replacement of an employee or a proposed employee, provided that there is reasonable cause. In such event, Contractor shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. If, within the first thirty (30) days after an employee's commencement of Services, City notifies Contractor (1) such employee's level of performance is unacceptable, (2) such employee has failed to perform as required, or (3) such employee, in City's sole opinion, lacks the skill, knowledge or training to perform at the required level, then Contractor will be required to review the work performed by said employee, confirm the quality of work, and correct any items the Contractor deems incorrect. If City requests replacement of an employee for the above-referenced reasons after such thirty (30) day time period, or at any time for a reason other than the reasons indicated above.

5.7 Schedule of Performance

Contractor shall perform the Services according to the terms and provisions of the Milestone Schedule contained in Exhibit A, Scope of Services. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

6 Change Order Procedure and Authorization

6.1 Changes

Any changes to this Agreement after the Effective Date that relate to (i) the deletion of Products or Services, (ii) adding additional Products, or Services (iii) changing or modifying Products or Services, or (iv) making other changes that materially alter the scope of this Agreement or the Deliverables required under this Agreement, including approval of all performance and/or payment schedules shall be made by the Director of Finance in accordance with the procedures set forth below.

6.2 Contract Change Requests

Either party hereto may, from time to time, and at any time during the term hereof request a change, as defined in the above section. (The party requesting the change is hereinafter referred to as the "Requesting Party.") Requests for changes shall be in writing and shall be addressed and delivered to the other party. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the Products, Services, Deliverables or Schedules to be changed.

6.3 Procedures

As soon as practical after receipt by the notified party of copies of the Request, the parties shall as necessary meet to discuss the change and to ascertain its cost and schedule impacts, if any.

6.4 Change Orders

If the parties decide to implement a change request, a standard form Change Order ("CO") shall be prepared in a form substantially similar to the form attached hereto as Exhibit D, which CO shall describe the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase. Only City's Director of Finance and Contractor's Authorized Representative shall have authority to execute CO's to this Agreement. Execution of a CO by City's Director of Finance and Contractor's Authorized Representative shall constitute a modification hereof and shall be binding on both parties hereto.

7 Compensation

7.1 Contract Price

The Total Contract Price in U.S. dollars shall not exceed _____ ("Maximum Compensation"). The terms, rate and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation." Contractor will submit to City invoices that include a breakdown of services provided for the corresponding milestone in accordance to attached Exhibit B, entitled "Compensation." City will make payments to Contractor within thirty (30) days after the date of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

8 Taxes and Charges

Contractor shall be responsible for payment of all taxes, fees contributions or charges applicable to the conduct of Contractor's business.

9 Termination

9.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than sixty (60) days' written notice of termination.

9.2 Termination for Default

If Contractor 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.

9.3 Termination Authority

The Director of Finance ("Director") is empowered to terminate this Agreement on behalf of City.

9.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

10 Indemnification

Contractor 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 Contractor'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.

11 Warranty Against Infringement

If any article sold hereunder is covered, or is purported to be covered by any patent or copyright, Seller agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from and against it by any and all suits, claims, judgements and costs instituted or recovered against it by any person or persons whomsoever, on account of the purchase, use or resale of such article by city in violation or claimed violation of any rights under patent or copyright.

12 Insurance Requirements

Contractor agrees to have and maintain the policies set forth in Exhibit C, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

13 Waiver

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

14 Independent Contractor

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

15 Compliance with Laws

Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

16 Conflict of Interest

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

17 Nondiscrimination

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

18 Gifts

18.1 Prohibition on Gifts

Contractor acknowledges that Chapter 12.08 of the San Jose Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08

18.2 No Offer

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

18.3 Breach of Agreement

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. 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 9 of this Agreement.

19 Disqualification of Former Employees

Contractor is familiar with Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor 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.

20 Confidential and Proprietary Information

20.1 Confidentiality

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

20.2 Ownership of Materials

All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform Contractor's services are City's property without restriction or limitation upon their use.

20.3 Ownership of Data

The City shall maintain ownership and control of the data throughout the contract period. Contractor shall have the right to use the data solely to perform services under the Agreement with the City. Contractor may not use the data, a subset of the data, and/or a summary of the data, or, cause or permit the data, a subset and/or a summary, to be used by any third party, outside the scope of the Agreement without the express written consent of the City. Contractor shall provide City with a copy of the data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the database will be preserved.

20.4 Enforcement

The City and Contractor agree that damages are not adequate, and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Agreement.

21 Contractor's Books and Records

21.1 Maintenance during Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other 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 Contractor pursuant to this Agreement.

21.2 Maintenance after Term

Contractor shall maintain all documents, 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.

21.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

21.4 Custody of Records

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

22 Assignability

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

23 Subcontractors

23.1 Authorized Subcontractors

Notwithstanding Section 22 (Assignability) above, Contractor may use designated subcontractors at its own discretion. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

23.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

24 Governing Law

This Agreement must be construed -- and its performance enforced--under California law.

25 Venue

In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

26 Notices

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To City:	Director of Finance
	City of San Jose
	200 E. Santa Clara St.
	San Jose, CA 95113

To Contractor: _____

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

27 Miscellaneous

27.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

27.2 Assignment

Subject to the provisions of Section 22 (Assignability), this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.

27.3 Headings

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

27.4 Authority of City Manager

Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

APPROVED AS TO FORM:

City of San José
a municipal corporation

Senior Deputy City Attorney

By _____
Name:
Title:
Date: _____

{Contractor Name}
a {State} _____ company

By _____
Name:
Title:
Date: _____

Exhibit A
Scope of Services

{insert}

Exhibit A-1
Performance Schedule

1 Project Manager

Contractor will assign a Project Manager who has the requisite skills and experience to perform his or her duties. Contractor's Project Manager will manage the performance of their staff to ensure all contractual obligations are rendered. Except in emergency circumstances, Contractor will not reassign or replace the Project Manager without prior written notice to City. Contractor will replace Project Manager, only with equally qualified persons. City will not be responsible for any costs associated with changes in Contractor's staff.

2 Scheduling & Planning

Exhibit A-2
Procurement System Features

insert

EXHIBIT B COMPENSATION

1. Compensation:

- 1.1 The maximum amount payable for all products and services provided under this Agreement shall not exceed _____. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both parties execute a Change Order outlining the services requested and the compensation agreed for such services.
- 1.2 Payment for any part or parts of the System provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the System when delivered and reject upon notification to Contractor any and all the System, which does not conform to the Specifications or other requirements of this Agreement. Components of the System, which are rejected shall be promptly corrected, repaired, or replaced by Contractor. If City receives components of the System with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

2. Project Performance & Payment Schedule:

- 2.1 Compensation and payments shall be made to Contractor by City based on net thirty (30) days payment terms, following acceptance of designated milestones as shown below in Table B1 - Payment Schedule. All invoicing shall include only deliverables accepted and approved by City. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the Milestone for which payment is due.
- 2.2 Work shall commence immediately upon execution of the Agreement.
- 2.3 All timeline dates are understood to be close of business, 5:00p.m. Pacific Time.
- 2.4 If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.

3. Renewal Period Compensation

Pursuant to Section 2.2 of the Agreement, the City reserves the right to extend the term of this Agreement for four (4) additional one-year terms ("Option Periods") at the same annual fixed rate for Ongoing Services.

4. Additional Services

In the event the City requires additional services, Contractor shall provide a written quotation, at no cost to the City, of the type of Additional Service requested and the time required to complete the same. Upon receiving City's written approval to proceed with the Additional Service, Contractor shall perform the Additional Service at a time mutually agreed upon by Contractor and according to the hourly rates specified below:

Additional Service

Hourly Rate

Table B1: Payment Schedule

Item	Milestone/Deliverables	Estimated Completion	Subtotal	Total Compensation	%
TOTAL CONTRACT AMOUNT					
Options to Renew:					
Year 2					
Year 3					
Year 4					
Year 4					
TOTAL OPTIONS AMOUNT					

All amounts stated above are in United States Dollars.

EXHIBIT C INSURANCE REQUIREMENTS

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this contract insurance or self-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 Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 10/01 including products and completed operations; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San Jose, its officers, employees, agents and Contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and Contractors.
- b. Contractor'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 Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided City, its officers, employees, agents, or Contractors.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, except after thirty (30) days' prior written notice has been given to City's Risk Manager.

E. **Acceptability of Insurers**

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

F. **Verification of Coverage**

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

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

City of San Jose
Human Resources Department
Risk Management
200 East Santa Clara Street, 2nd Floor Wing
San José, CA 95113-1905

Phone: (408) 535-7062
Fax: (408) 292-6489

G. **Subcontractors**

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

EXHIBIT D

CHANGE ORDER FORM CHANGE ORDER # ____

Pursuant to Section X of the Agreement for the _____ System between _____ and the City of San Jose is hereby amended as follows:

(THE FOLLOWING LANGUAGE IS HEREBY PROVIDED AS AN EXAMPLE OF HOW TO COMPLETE THIS FORM.)

1. CONTRACTOR SHALL PROVIDE THE FOLLOWING ADDITIONAL SERVICES AT THE COSTS INDICATED BELOW:

TOTAL	

2. THE FOLLOWING SERVICES, PRODUCTS OR DELIVERABLES ARE HEREBY DELETED AND THE ASSOCIATED COSTS IN AMOUNTS SET FORTH BELOW ARE ALSO DELETED.

TOTAL	

3. EXHIBIT ____ IS HEREBY AMENDED TO READ AS SET FORTH IN THE REVISED EXHIBIT ____ WHICH IS ATTACHED HERETO.

4. ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT NOT MODIFIED BY CHANGE ORDER SHALL REMAIN IN FULL FORCE AND EFFECT.

I hereby certify that an unexpended appropriation is available in Fund _____ for the Agreement, and that funds are available as of the date of this signature.

Principal Accountant

Date

Total Cost of Change

Total Credit of Change

Previous Amendments and/or
Change Orders

Original Contract

ACCEPTANCE

Contractor hereby agrees to accept the amount set forth herein as payment in full of the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.

Contractor

Date

APPROVED AS TO FORM

Brian Doyle
Senior Deputy City Attorney

City of San José

Director of

Date

EXHIBIT E

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
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)

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.

APPROVED AS TO FORM: _____ Deputy City Attorney	CITY OF SAN JOSE a municipal corporation By _____ Name: Title:
---	--

EXHIBIT F

PRIVACY AND DISCLOSURE POLICY

The purpose of this statement is to define the City of San Jose's policy with regard to the collection and use of personally identifiable information (PII). PII is any information relating to an identified or identifiable individual who is the subject of the information. Users of the City Web Site should be informed of the following:

The City of San Jose collects two kinds of customer information: (1) anonymous; (2) personally identifiable information (PII).

A. Anonymous information

This type of information does not identify specific individuals and is automatically transmitted by City browser. This information consists of:

- The URL (Uniform Resource Locator or address) of the web page user previously visited;
- The domain names and/or IP addresses which are numbers that are automatically assigned to City computer whenever user are connected to the Internet or World Wide Web.
- The browser version user are using to access the site.

This information is used to help improve the City's Web Site. None of the information can be linked to an individual.

B. Personally Identifiable Information (PII)

This type of information could include name, address, email address, telephone number, credit/debit card information. The City will make every reasonable effort to protect City privacy. It restricts access to City personal identifiable information to those employees who will respond to City request. The City does not intentionally disclose any personal information about Contractor customers to any third parties or outside the City except as required by law or by the consent of the person providing the information.

The City only collects personally identifiable information that is required to provide service. User can decline to provide us with any personal information. However, if user should choose to withhold requested information, the City may not be able to provide user with the online services dependent upon the collection of that information.

C. Access to Personally Identifiable Information

Access to personally identifiable information in public records at local levels of government in San Jose is controlled primarily by the California Public Records Act (Government Code Section 6250, et. seq.). Information that is generally available under the Public Records Act may be posted for electronic access through the City's Web Site. While the Public Records Act sets the general policies for access to City records, other sections of the California code as well as federal laws also deal with confidentiality issues.

D. Email addresses

Email addresses obtained through the City's Web Site will not be sold or given to other private companies for marketing purposes. The information collected is subject to the access and confidentiality provisions of the Public Records Act, other applicable sections of the California code as well as Federal laws. Email or other information requests sent to the City Web Site may be maintained in order to respond to the request, forward that request to the appropriate City within the City, communicate updates to the City page that may be of interest to citizens, or to provide the City web designer with valuable customer feedback to assist in improving the site. Individuals can cancel any communications regarding new service updates at any time.

E. Use of “Cookies”

Some City applications use “cookies”. A cookie is a small data file that certain web sites write to City hard drive when user visit them. A cookie file can contain information such as a user id that the site uses to track the pages user have visited. But the only personal information a cookie can contain is information supplied by user. A cookie is only a text file and cannot read data off user’s hard disk or read cookie files created by other sites. Cookies can track user traffic patterns, recognize users computer’s browser when user return, and could provide personalized content without requiring sign-in.

User can refuse cookies by turning them off in user browser. However, they may be required to use some of the web applications on the City’s Web Site.

F. Security

The City of San Jose is committed to data security and the data quality of personally identifiable information that is either available from or collected by the City’s Web Site and has taken reasonable precautions to protect such information from loss, misuse, or alteration.

G. Contractual Services for the City’s Web Site and On-Line Services

To insure that contractors who have access to or provide contractual services for the City’s On-Line (e-government) Services are not allowed to re-sell or in any way share or convey to another party or use it for another purpose any information that they may have access to in the course of doing business for the City; all city contracts regarding such services should contain a requirement that the contractor must comply with the City’s Web Site and e-Government policies.

H. Electronic Signatures and Payments

The City of San Jose is committed to data security and the data quality of personally identifiable information that is either available from or collected by Contractor web site and has taken reasonable precautions to protect such information from loss, misuse, or alteration. When a City application accepts credit cards or any other particularly sensitive information for any of its services, it encrypts all ordering information, such as the customer’s name and credit card number, in order to protect its confidentiality.

I. Disclaimer

The City Web Site should contain a disclaimer substantially containing the following information:

1) The City of San Jose is neither responsible nor liable for any delays, inaccuracies, errors or omissions arising out of user’s use of the City’s Web Site or with respect to the material contained on the Site, including without limitation, any material posted on the Site nor for any viruses or other contamination of user’s system. The City Web Site and all materials contained on it are distributed and transmitted “as is” without warranties of any kind, either express or implied, including without limitations, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The City of San Jose is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the Web Site and/or the materials contained on the Web Site whether the materials contained on the Web Site are provided by the City of San Jose or a third party. The City of San Jose is neither responsible nor liable for any viruses or other contamination of user’s system.

2) Access to Information

Unless otherwise prohibited by state or federal law, rule or regulation, user will be granted the ability to access and correct any personally identifiable information. The City will take reasonable steps to verify user’s identity before granting such access. Each City service that collects personally identifiable information will allow or review and update of that information.

3) Non-City Web Sites

Non-city web sites may be linked through the City's Web Site. Many non-city sites may or may not be subject to the Public Records Act and may or may not be subject to other sections of the California code or federal law. Visitors to such sites are advised to check the privacy statements of such sites and to be cautious about providing personally identifiable information without a clear understanding of how the information will be used.

4) The City is not responsible for, and accepts no liability for, the availability of these outside resources. Linked Web sites are not under the control of, nor maintained by, the City and the City is not responsible for the content of these Web sites, which can and do change frequently; nor for any internal links the displayed Web sites may contain. In addition, inclusion of the linked Web sites does not constitute an endorsement or promotion by the City of any persons or organizations sponsoring the displayed Web sites.