

REQUEST FOR PROPOSAL

RFP Number 12163

GIS-SMS INTEGRATION/SYNCHRONIZATION IMPLEMENTATION

Timeline:

RFP release date: 11/26/08	
Contact name: Roberto L. Molina Address: City of San José 200 East Santa Clara St. Fifth Floor Tower San José, CA 95113 Phone: 408-535-8467 Fax: 408-292-6263 E-mail address: roberto.molina@sanjoseca.gov	
Deadline for questions: 12/12/08	
RFP due date: 12/19/08 Time: 4:00 PM Location: City of San Jose, 200 E. Santa Clara 5 th Floor San Jose CA 95113-1905	

1. INTRODUCTION

CITY of San José (hereinafter referred to as "CITY") is seeking responses from qualified parties to integrate/synchronize the Enterprise Geographic Information System (GIS) Sanitary dataset with the Sewer Management System (SMS). This proposed **FIXED PRICE** implementation project will allow maintenance staff to access the up-to-date information necessary to make improved decisions related to the inventory, maintenance and rehabilitation of CITY's sanitary sewer program. As a result, this implementation will further maximize the use of available resources (personnel, materials, equipment, and funds) to maintain sanitary sewer infrastructure within acceptable service levels, thus reducing costs. It is envisioned that potentially, similar implementations will help further integrate other asset management system, such as the Storm Sewer Management System (SSMS).

CITY can provide (upon request) GIS and SMS data in Oracle and Oracle Spatial Export formats to those proposers who will be sending their letter of interest with their request. The intent is that the data will allow proposers to better evaluate the systems and to develop their implementation model, system architecture, and to generate their price quotes.

2. BACKGROUND

CITY's Department of Public Works (DPW) has a robust, integrated data model that is used to manage basemap and associated infrastructure layers. This includes street centerline, parcel, streetlight, sanitary and water. The entire dataset is managed natively in an Oracle Spatial 10.2.0.4 Repository (Enterprise) that will soon be version-enabled using Oracle Workspace Manager. Sanitary GIS Data are predominantly maintained using Intergraph's products including: GeoMedia Professional, Parcel Manager, Transaction Manager, and Public Works Manager with Advanced Feature Model (all 6.0, but will be upgrading to 6.1 shortly).

This RFP exclusively focuses on integrating/synchronizing the sanitary sewer component of the GIS enterprise with the Hansen Sewer Management System (SMS) for the Department of Transportation's (DOT) sanitary sewer network (currently maintained using Hansen's 7.7 asset management system. CITY would like to implement the GeoMedia-Hansen 6.x uni-directional interface between GIS and SMS and to synchronize both systems to achieve operational efficiencies. DOT desires an ESRI interface for this project. DOT staff should be provided with a Hansen/ESRI interface, consisting of Integrated Map Viewer, GeoAssistant, or GeoAdministrator to search, select, view, and output hardcopy maps of sanitary sewer assets for maintenance activities.

- 2.1. CITY requires the proposers to review the following tasks prior to generating their cost proposals. This includes:
- 2.2. Review CITY's current systems and provide project schedule (Gantt chart), and workflow, including diagrams, on their proposal to implement solutions that will best comply with CITY's business requirements to synchronize/integrate the systems;
- 2.3. Determine which Oracle License will be required for the SMS migration from Oracle 8i to 10g R2. Also indicate if the spatial option is needed for this implementation, or will locator suffice. Install, configure and create a database instance with appropriate patch sets. Perform migration of SMS system to the upgraded database.
- 2.4. Install, configure and customize GeoMedia-Hansen Interface at DPW and Hansen's Integrated Map Viewer and/or GeoAssistant and, optionally, GeoAdministrator at DOT to provide integration/synchronization between the systems and to allow DOT staff to visualize, locate, review, navigate and print simple maps.
- 2.5. Synchronize databases between GIS and SMS by populating the GIS data with the Hansen COMPKEY field. This is the critical component of the project;
- 2.6. Add all new/missing and modified assets (geometry and attribute data) to the SMS system;
- 2.7. Determine where existing GIS attributes do not match the corresponding attributes in the SMS system, and provide input on how best to verify and update the GIS where desired;
- 2.8. Add additional database intelligence to both systems. For both the GIS and SMS sides, add, enhance or update existing data model triggers, constraints, procedures, and scheduled jobs as needed.
- 2.9. Enhance reporting capabilities, add views, predefined queries and an option to make user-defined queries as explained in detail in the Scope of Work. Once implemented, the system should be easily upgradeable to the web-based system (Hansen 8.0) or another management system;
- 2.10. CITY prefers that any customization and enhancement should be implemented at the database level and not the software level. Proposer to explain exceptions;
- 2.11. The proposed architecture should be flexible enough to offer both singular and/or batch update capabilities from GIS and SMS. Proposer to comment code and provide documentation including the relationship (joins and views) across the systems;
- 2.12. Provide views or other means to allow staff to review and correct non-matching and/or incorrect data issues. These views should persist in the systems and allow GIS and SMS staff to periodically review and check that synchronization is maintained. The actual work for correcting the data will be handled by CITY staff;
- 2.13. Provide workflow documentation and data QA/QC, and workflow training. This is to prepare CITY staff to correct data issues and to assist CITY (DOT and PW) staff in becoming self-sufficient in the operation and administration of the GeoMedia-Hansen and Hansen viewer Integrated Map Viewer (IMV) or GeoAssistant and/or GeoAdministrator interfaces;
- 2.14. Testing and acceptance. Proposers shall include a warranty of up to six months to ensure that all errors relevant to the implementation of the project are corrected and accepted by CITY;

- 2.15. Enhance existing web-based error reporting systems to allow DOT staff to report any problems they find in the GIS sanitary inventory to DPW staff via a web form or other application. For example, if DOT staff discovers a missing pipe or manhole, they should be able to make a report to DPW staff. This information should be captured in a database that provides the staff with the capability of creating reports on the numbers of errors within a certain time period, outstanding issues, and errors that have been addressed. This task is optional but it is recommended that proposers provide a price quote;
- 2.16. CITY expects the deliverables to be compliant with an Oracle Spatial Object-Relational Model (Oracle 10g Release 2) database.

3. SCOPE OF WORK

NOTES: Where the word "shall" or "required" appears, proposers may not take an exception. The "phases" and bullets shown for the scope of work may not be in the order of project execution. As part of the RFP, proposers shall break down the appropriate steps to be taken to successfully implement the project.

- 3.1. CITY will ensure that the following prerequisites are in place prior to CONSULTANT performing the scope of work. This may include:
- 3.2. Ensure that a server with adequate memory, storage and disks is in place at DOT Mabury Yard location;
- 3.3. Phase 1: SMS Migration

This phase may be performed in-house, however, CONSULTANT shall integrate this phase into proposal and include cost estimates for each sub-task:

- 3.3.1. Consultant to recommend type of Oracle license needed (Standard or Enterprise) needed for SMS migration.
- 3.3.2. Install, configure, and create a database instance and perform the SMS database migration from Oracle 8i to Oracle 10.2.0.4;
- 3.3.3. Migrate all existing data to the upgraded database;
- 3.3.4. Reconfigure the existing SMS application to use the upgraded database to allow DOT staff to perform regular operations while the project is going on.
- 3.4. Phase 2: Synchronize Data between Enterprise GIS and SMS
CONSULTANT shall perform the following tasks:
 - 3.4.1. Review/analyze existing GIS and SMS environment;
 - 3.4.2. Gather business requirements from GIS and SMS;
 - 3.4.3. Provide detailed workflow diagram outlining the architecture and software tools required;
 - 3.4.4. Provide process flowcharts to detail the flow of information between the two systems;
 - 3.4.5. Provide project schedule using Gantt chart;
 - 3.4.6. Recommend any data model changes (views, triggers, procedures, scheduled jobs, etc.) for both systems that are required to synchronize the Enterprise GIS Sanitary system with the Hansen SMS system. This may include a method to provide accepted and beneficial dates in new SMS assets based on the GIS Plan Management system, and increasing SMS asset ID fields to at least seven digits. This will also include an insert trigger on the GIS system to populate the COMPTYPE for sanitary features. Refer to database and architecture description in Exhibits 5 A, 5 B and 5C;
 - 3.4.7. Recommend steps required to install, configure and customize the GIS-SMS interface;
 - 3.4.8. Perform onsite implementation of actual synchronization of data between the two systems and report and document the errors to CITY assisted by views and/or the GeoMedia-Hansen desktop environment. This includes:
 - 3.4.9. Perform all data model changes needed on both databases

- 3.4.10. Provide physical/schema mapping requirements to support all capabilities of GeoMedia-Hansen and IMV or GeoAssistant, and/or GeoAdministrator Interfaces;
- 3.4.11. Install and test software interfaces; GeoMedia-Hansen 6.0 or above, and IMV or GeoAssistant, and/or GeoAdministrator ;
- 3.4.12. Connect GeoMedia-Hansen to Oracle databases and test communication;
- 3.4.13. Ensure that GeoMedia-Hansen and GeoMedia Pro/GeoMedia are configured to work together;
- 3.4.14. Add all new and missing assets to the SMS systems;
- 3.4.15. Update COMPKEY fields in GIS to matching COMPKEY fields in SMS;
- 3.4.16. Analyze sanitary assets in GIS and Hansen and determine a strategy for keeping systems in synchronization.
- 3.4.17. Set up QA/QC environment consisting of comparisons of the GIS and SMS attribute data through reports, views, etc. and provide workflow/recommendations for validating and correcting mismatches. Views should be created in both systems as a cross-check and to help maintain synchronization;
- 3.4.18. Provide recommendations as to possibility of DOT correcting attributes directly in the GIS system;
- 3.4.19. Assist CITY staff in correcting a few samples of data errors. CITY will take over correcting the remaining data errors.
- 3.4.20. Implement the above tasks based on CITY's business requirements and approval.

Note: All customization shall be at the database level and not at the desktop level to avoid losing any changes during upgrade to web-based technologies. All Source codes shall be delivered to the CITY upon completion of Phase 2

3.5. Phase 3: Customization for Error Reporting (Optional)

This phase will be performed by CONSULTANT to either enhance the existing web-based reporting system or create a new one from scratch to include Sanitary discrepancy reporting to the existing Public Safety website. CITY is currently using Oracle Application Express, ASP.NET, VB.NET and Cold Fusion for similar error-reporting for other projects. This task is optional. However, CONSULTANT is required to provide a price quote and recommendations for this task.

3.6. Phase 4: Deployment of GeoMedia-Hansen Interface and Hansen's compatible map Interface

CONSULTANT shall install, configure and customize GeoMedia-Hansen Interface at DPW side and Hansen's compatible map interface at DOT side. Options for the Hansen's compatible software include Hansen's Integrated Map Viewer or GeoAssistant, and/or GeoAdministrator. This interface allows users to query asset records in SMS and view a map or, conversely, identify assets in the map and be able to view the associated asset records. DOT requires "export to excel" capabilities for all queries executed by DOT engineering staff.

3.7. Phase 5: Workflow Management and Documentation to Support GIS-SMS

Consultant shall document in Microsoft Office Word, pertinent workflows to support the GIS-SMS interface efforts. These workflows should detail the steps required to manage and maintain synchronization between GIS and SMS and day-to-day tasks.

3.8. Phase 6: Overview of GeoMedia and Hansen (Integrated Map Viewer (IMV) or GeoAssistant and/or GeoAdministrator) Workflow Workshop and Training

This phase shall be performed by CONSULTANT to include technology transfer sessions, training and pertinent documentation. This will assist CITY (DOT and PW) to become self-sufficient in administering and operating the GIS-SMS interfaces for future integration of other asset management systems such as Storm Sewer Management System (SSMS). The DOT training should be at two levels: 1) introductory for the maintenance crew, and 2) more advanced training for the engineering staff. The training should be hands-on classroom workshop style training. The appropriate training would be identified by the consultant.

Assumptions

- CITY will purchase a database server to store DOT's SMS database prior to the initiation of the project.
- CITY Enterprise GIS data will continue to reside and be managed in Oracle Spatial 10.2.0.4 database using Oracle's MDSYS.SDO_GEOMETRY data type for geometry storage.
- CITY GIS data will continue to be maintained using Intergraph's GeoMedia product suite.
- All operational and maintenance data will be maintained in Oracle 10.2.0.4 database using Hansen v7.x SMS.
- CITY DOT will continue to use ESRI-compatible products for GIS purposes.
- Accuracy and viability of data and its structure is the sole responsibility of CITY.
- CITY will provide CONSULTANT with the necessary permissions/passwords and a workplace while on site.

4. **DESIRED QUALIFICATIONS**

4.1. Proposers that do not meet the following minimum requirements shall be deemed non-responsive and will not be considered:

- 4.1.1. Proposer has completed projects or contracts within the last three years relating to GIS and SMS or any related asset management system integration project;
- 4.1.2. Proposer has expertise in customizing and configuring out of the box GeoMedia-Hansen asset management system interface software and in building additional database intelligence;
- 4.1.3. Proposer has expertise in customizing and configuring out of the box Hansen's Map interfaces (preferably Hansen's Map Viewer and/or GeoAssistant and/or GeoAdministrator and ArcGIS).
- 4.1.4. Proposer must have expertise in data modeling (triggers, constraints, procedures, scheduled jobs, etc.) preferably using Oracle;

- 4.1.5. Proposer must have expertise in implementing data synchronization between GIS and SMS systems or related systems;
- 4.1.6. Proposer must have proven skills in spatial RDBMS – preferably Oracle;
- 4.1.7. Proposer must have a proven record of implementing GIS-SMS interface customization services;
- 4.1.8. Proposer must provide a list of at least two client reference(s) with actual ongoing or completed projects similar to CITY's GIS-SMS integration/synchronization project;
- 4.1.9. Proposer must identify a dedicated project manager who is a regular employee working for the proposer;
- 4.1.10. Proposer must commit the necessary resources to take on and complete the project within the proposed schedule;
- 4.1.11. The selected proposer will provide CITY with software specifications, scripts, coding and datasets required during the course of this project.
- 4.1.12. Proposer must have working knowledge of GeoMedia Professional and Public Works Manager using Advanced Feature Modeling;
- 4.1.13. Proposer must have working knowledge of Hansen 7.7 and its application to utility management;

5. TERM OF AGREEMENT

It is anticipated that the term of this agreement will be effective through February 28, 2010, assuming a contract start date of March 1, 2009.

6. COMPENSATION AND WORK HOURS

Proposer shall provide.

7. SUBMITTAL REQUIREMENTS

7.1. REFERENCES

7.2. FEE STRUCTURE

7.3. ATTACHMENTS

7.3.1. Attachment A – Proposal Certification

7.3.2. Attachment B – Request for Contracting Preference for Local and Small Businesses

7.3.2.1. Submit this form with your proposal only if you wish to be considered for this preference. It may not be submitted late.

7.3.3. Attachment C – CITY's Terms and Conditions; Attachment D, Insurance Provisions

7.3.3.1. Selected consultant will be required to enter into an agreement with CITY containing the terms and conditions and insurance provisions set forth in Attachments C and D. If you have any exceptions to the standard terms and conditions you must note

them in your proposal. If there are no exceptions, submit the first page of each Attachment stating "No Exceptions".

- 7.3.4. Attachment E - Previous Customer Reference Worksheet
- 7.3.5. Attachment F – Conflict of Interest Form
- 7.3.6. Exhibit 1 – Proposer's Letter of Interest
- 7.3.7. Exhibit 2 – Proposal Form
- 7.3.8. Exhibit 3 – Supplementary Questions to Proposers
- 7.3.9. Exhibit 4 – Cost Form
- 7.3.10. Exhibit 5A and 5B – Database Table Descriptions

8. SELECTION PROCESS AND EVALUATION CRITERIA

7.4. SELECTION PROCESS

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

Description	Weight
1) Capabilities, and expertise of the Proposer implementing project(s) of similar magnitude; 1.1. Experience of Proposer with GeoMedia-Hansen interface customization; 1.2. Experience of Proposer with GIS-SMS or equivalent integration and synchronization; 1.3. Experience of Proposer with data modeling using Oracle and with Oracle Spatial;	25%
2) Capacity of the Proposer to perform the services, i.e., the Proposer's schedule, personnel / equipment and financial support	10%
3) Cost of the project to CITY	20%
4) Technical approach to the project	10%
5) Quality of proposed service and submitted proposal	10%
6) Past service record including references of other companies served of the Proposer	15%
7) Location of Proposer in relation to the work required	2.5%
8) Vendor status as a Local Business Enterprise (LBE)	2.5%
9) Experience working with agencies in the Santa Clara County region	5%

9. GROUNDS FOR DISQUALIFICATION

- 9.1. All Proposers are expected to have read and understood Council Policy 0-35 on 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. Any proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:
- 9.2. 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.
- 9.3. Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.
- 9.4. Influencing any CITY staff member or evaluation team member throughout the solicitation process, including the development of specifications.
- 9.5. Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.
- 9.6. In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:
 - 9.6.1. Offering gifts or souvenirs, even of minimal value, to CITY officers or employees.
 - 9.6.2. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and CITY.
 - 9.6.3. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.
 - 9.6.4. Proposer's default under any CITY agreement, resulting in termination of such Agreement.

10. CONFLICT OF INTEREST

- 10.1. In order to avoid a conflict of interest or the perception of a conflict of interest, proposer(s) selected to provide services under this RFP will be subject to the following requirements:
- 10.2. The proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFP.
- 10.3. Proposer(s) may not have any interest in any potential proposer for future City procurements that may result from the work performed under the agreement resulting from this RFP.
- 10.4. In order to determine whether such interest may exist, all proposers must complete the attached Conflict of Interest Form (Attachment E).

11. GENERAL INFORMATION

- 11.1. Responses will be evaluated as outlined in Section 8.

- 11.2. Final award shall be contingent upon selected firm (Contractor) negotiating Terms and Conditions in substantial conformity to the terms listed in Attachment C of this RFP.
- 11.3. City reserves the right to accept an offer in full, or in part, or to reject all offers.
- 11.4. You must respond to this RFP by the due date and time as stated on the cover sheet of this document in order for your quotation to be considered. Quotations may be submitted via fax or e-mail, and must be addressed to the attention of the contact listed on the cover sheet of this document, clearly labeled RFP-12163.
- 11.5. The successful proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in Attachment D.
- 11.6. All questions/inquiries must be made through the contact listed on the cover sheet of this document, via e-mail. Contact with representative(s) other than name listed in this RFP is grounds for disqualification. The City will provide a written response to all questions in the form of an Addendum.
- 11.7. All costs associated with responding to this request are to be borne by the respondent.
- 11.8. It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San José contracts.

12. PUBLIC NATURE OF PROPOSAL MATERIAL

- 12.1. 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.
- 12.2. 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 be considered a public record in its entirety subject to the procedures in Section 12.5.
- 12.3. Do not mark your entire proposal as "confidential".

- 12.4. 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.
- 12.5. 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. Public Document

13. OBJECTIONS AND PROTESTS

13.1. OBJECTIONS

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

13.2. PROTESTS

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 the above Section. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.

- 13.3. The address for submitting objections or protests is:

Attention: Roberto L. Molina
200 East Santa Clara Street, 5th Floor
San Jose, CA 95113

ATTACHMENT A

CERTIFICATION

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

PROPOSER REPRESENTATIONS

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

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

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

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

ATTACHMENT B – LOCAL AND SMALL BUSINESS PREFERENCE

City of San Jose

Request for Contracting Preference for Local and Small Businesses

Chapter 4.12 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 (*regardless of where they are located*) 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.e. there are not a variety of other factors being considered in the selection process*) 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 (*please check*): ☐ Local Business Enterprise ☐ Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____, California
 Date: _____
 Signature: _____
 Print name: _____

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

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

SECTION 1. SCOPE OF SERVICES.

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

SECTION 2. TERM OF AGREEMENT.

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

SECTION 3. SCHEDULE OF PERFORMANCE.

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

SECTION 4. COMPENSATION.

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

SECTION 5. METHOD OF PAYMENT.

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

SECTION 6. INDEPENDENT CONTRACTOR.

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

SECTION 7. ASSIGNABILITY.

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

SECTION 8. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from

work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

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

SECTION 10. NONDISCRIMINATION.

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

SECTION 11. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's _____ is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

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

SECTION 13. COMPLIANCE WITH LAWS.

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

SECTION 14. CONFIDENTIAL INFORMATION.

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

SECTION 15. OWNERSHIP OF MATERIALS.

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

SECTION 16. WAIVER.

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

SECTION 17. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.
- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 18. CONFLICT OF INTEREST.

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

[Certain consultant may have to comply with the following provisions as well]

CONSULTANT shall file an Assuming Office Disclosure Statement of Economic Interests (Form 700) as specified in EXHIBIT F, entitled "DISCLOSURE STATEMENT", which is attached hereto and incorporated herein. Such statement shall be filed within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, CONSULTANT shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700).

SECTION 19. GIFTS.

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

SECTION 20. DISQUALIFICATION OF FORMER EMPLOYEES.

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

SECTION 21. SPECIAL PROVISIONS.

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

SECTION 22. NOTICES.

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

To CITY:

To CONSULTANT:

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

SECTION 23. VENUE.

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

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

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

ATTACHMENT D

INSURANCE

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

A. Minimum Scope of Insurance

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

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

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

C. **Deductibles and Self-Insured Retentions**

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

D. **Other Insurance Provisions**

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

1. Commercial General Liability and Automobile Liability Coverages

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

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

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

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

2 All Coverages

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

E. **Acceptability of Insurers**

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

F. **Verification of Coverage**

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

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

CITY OF SAN JOSE – Human Resources
Risk Manager
200 East Santa Clara Street, 2nd Floor - Wing
San Jose, California 95113-1905

G. **Subcontractors**

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

ATTACHMENT E

PREVIOUS CUSTOMER REFERENCE WORKSHEET

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

Name of Customer:	
Customer Address	
Customer Contact Name(s)	
Customer Contact Phone Number(s)	
Brief description of work performed for this client (use additional sheets if necessary):	

ATTACHMENT F

CONFLICT OF INTEREST FORM

To be completed by consultants making proposals.

NAME

DATE

PROPOSED ASSIGNMENT:

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

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

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

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

Signature

Print Name

Date

EXHIBIT 1

**PROPOSER'S LETTER OF INTEREST
(To be received by Monday, December 1, 2008)**

Proposer

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Contact person, title, telephone and fax number: _____

Email: _____

If a subCONSULTANT will be engaged for this project, please provide the following information:

SubCONSULTANT

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Contact person, title, telephone and fax number: _____

Email: _____

EXHIBIT 1
PROPOSER'S LETTER OF INTEREST (continued)

Corporate Information

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.

1. 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:

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

3. 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)

10.5. D. Agreement Recorded:

10.6. County State
Date

E. Registered in California?

 If so, when?

4. If a corporation, answer the following:

A. When incorporated?

B. In what state?

C. Authorized to do business in California?

If so, what date?

D. Corporation or TAX ID:

EXHIBIT 1

PROPOSER'S LETTER OF INTEREST (continued)

- E. Name, address, years in the corporation, and percentage of stock held by the following officers:

President: _____ Years: _____ Stock%: _____

Vice President: _____ Years: _____ Stock%: _____

Secretary: _____ Years: _____ Stock%: _____

Treasurer: _____ Years: _____ Stock%: _____

Other: _____ Years: _____ Stock%: _____

- F. Name, address and percentage of stock held by each Member of the Board of Directors:

Chairman: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

- 10.7.F. Name, address and shares of stock held by other principal stockholders: (A Principal Stockholder is defined as a stockholder who holds 10% or more of standing stock of the corporation).

EXHIBIT 1

PROPOSER'S LETTER OF INTEREST (continued)

Total capitalization: \$ _____

Amount of capital stock subscribed: \$ _____

Amount paid in: \$ _____

5. 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.

6. 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.

Please provide a copy of your company's last year Financial Statement.

7. Have any agreements held by you
for _____ ever been canceled?

YES () NO () If yes, give details.

8. Have you ever been sued by any other jurisdiction or CONSULTANT for issues pertaining to fee payment, performance, or other issues relating to _____?

YES () NO () If yes, give details.

9. 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 Proposals?

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

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

YES () NO () If yes, give details.

Project Experience

1. Describe your experience working in the Santa Clara County region.
2. What is the duration and extent of your experience in GIS-SMS interface custom-

ization project? Experience must reflect local office as well as overall organization's experience (i.e., if your local office is part of a larger group, nationwide).

EXHIBIT 1

PROPOSER'S LETTER OF INTEREST (continued)

3. Submit at least three persons, firms and/or governmental bodies, with whom you currently have arrangements or agreements for GIS-SMS interface customization.
Provide contact person's name and telephone number.
4. Submit at least two persons, firms and/or governmental bodies with whom you have had arrangements or agreements that are now canceled (organizations that are no longer active customers of your firm). Provide contact person's name and phone number for each organization.
5. State number of persons employed by you who are engaged in the GIS-SMS interface customization. Indicate the percentage of these employees who are employed locally and the percentage of those employees who would directly service an account resulting from this request for proposal. Of the employees indicated, what percentage are management and what percentage are operational?
6. Proposer has completed projects or contracts within the last three years relating to the GIS-SMS integration/synchronization implementation.

Please provide two (2) References to include:

Governmental Agency/Company Name and Address
Project Description
Contact name and phone number
Name of Project Manager and Phone number

7. Describe your company's experience utilizing, deploying, optimizing and training in Oracle spatial. Please describe any Oracle certifications or business partnerships with Oracle.
8. Please provide the names of staff members who would be assigned to this project and list their Oracle Spatial, GeoMedia-Hansen, and Hansen experience or certification.
9. Will your company be able to perform on-site data validation if needed? Please explain how you will accomplish this.
10. Do you wish to claim status as a San José based vendor? YES () NO ()
If yes, please provide a copy of your CITY of San José Business License and written evidence of a principal business office or branch or satellite office with at least one full time employee located in San José with your submittal.
If you fail to submit the proper information with your proposal, you will be

denied consideration for local preference. The information cannot be submitted later.

EXHIBIT 1

**PROPOSER'S LETTER OF INTEREST
(continued)**

11. Successful proposer will extend contract prices as quoted herein to other Government Agencies:

PLEASE SPECIFY: YES () NO ()

PROPOSER'S SUBCONSULTANTS REPRESENTATIONS

1. All requested information must be filled out completely. Omitted items will be identified as non-responsive and will be grounds for disqualification in this RFP process.
3. The proposer is interested in receiving more information concerning the CITY'S RFP for GIS-SMS Interface Customization.
3. Proposer represents a legal company or corporation. Corporation or TAX ID: _____. Please indicate total number of full-time employees.
1. As a response to this letter of interest, the proposer can expect to receive a GIS dataset to be analyzed in this RFP.
2. This dataset mentioned above will be delivered to the proposer on CD/DVD media. A prepared Federal Express shipping form with the proposer's mailing address and account number should be included with the letter of interest to facilitate delivery of the data, along with any pertinent instructions. A Federal Express mailing package(s) or envelope(s) capable of holding up to 2 CD/DVDs should also be included.
3. Proposer fully understands that any data or information provided by the CITY in response to this letter of interest is meant to serve the purpose of analysis by the proposer(s) only. Such data and/or information shall not be used for any other purpose or be passed on to any other corporation, agency or individual.
4. The data provided is for evaluation purposes only relating to this RFP. All data provided by the CITY must be returned as part of the final proposal package along with a signed letter verifying that all data has been deleted from company systems.
5. Proposer fully understands that this letter of interest does not constitute a formal proposal to this RFP nor does it require the proposer to submit a formal proposal.
6. Proposer fully understands that this letter of interest must be received by **Monday, December 1, 2008** and sent to the following address:

EXHIBIT 1
PROPOSER'S LETTER OF INTEREST
(continued)

CITY of San José
Department of Public Works
200 East Santa Clara Street
New CITY Hall, 5th Floor
San José, CA 95113-1905

10.8.

ATTN: Roberto L. Molina -- GIS--SMS Synchronization/Integration - Clarification
FAX: (408) 292-6263

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.

PROPOSER'S SIGNATURE

Date _____

Proposer's Signature

Proposer's Typed Name and Title

Date _____

Partnership or Joint Venture's Signature

Partnership or Joint Venture's Typed Name and Title

SUBCONSULTANT'S SIGNATURE

Date _____

SubCONSULTANT's Signature

SubCONSULTANT's Typed Name and Title

EXHIBIT 2
PROPOSAL FORM
(To be received by Friday, December 19, 2008)

Proposer

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Contact person, title, telephone and fax number: _____

Email: _____

PROPOSER'S REPRESENTATIONS

Proposer understands, agrees, and warrants:

1. That Proposer has carefully read and fully understands the information that was provided by the CITY to serve as the basis for submission of this proposal for GIS-SMS interface customization.
2. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. That this Proposal may be withdrawn by requesting such withdrawal in writing ten (10) calendar days prior to the date that the proposal is due, but may not be withdrawn after the due date for a period of ninety (90) calendar days.
4. That all information contained in the proposal is true and correct to the best of Proposer's knowledge.
5. That 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.

EXHIBIT 2
PROPOSAL FORM
(continued)

6. That proposer did not receive unauthorized information from: Any CITY staff member or Consultant during the Proposal period except as provided for in the Request for Proposal package, addenda thereto.
7. That by submission of this proposal, the Proposer acknowledges that CITY has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants CITY permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

PROPOSER'S SIGNATURE

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, 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 understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is an INDIVIDUAL, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Date _____
Proposer's Signature _____
Proposer's Typed Name and Title _____

2. If Proposer is a PARTNERSHIP or JOINT VENTURE, at least two (2) Partners or each of the Joint Venturers shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

Date _____
Partnership or Joint Venture Name (type or print) _____

By: _____
Member of the Partnership or Joint Venture (signature)

Date _____
By: _____
Member of the Partnership or Joint Venture (signature)

EXHIBIT 2
PROPOSAL FORM
(continued)

3. If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____
Title Title

of the corporation named below; that they are designated to sign this Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

EXHIBIT 3

SUPPLEMENTARY QUESTIONS TO PROPOSERS

Questions Referring to Project from CITY

1. Provide an overview of the proposed implementation approach that would best fit and leverage the City's existing enterprise environment of the overall solution based on City's data. Please provide diagrams and flowcharts as needed to clarify details.
2. Provide a detailed list of agencies and contact details where similar system integration projects have been performed.
3. Briefly describe your Oracle Spatial expertise along with a list of certified staff. Indicate if your company is an Oracle Spatial/Intergraph/Hansen certified business partner.
4. Briefly describe your expertise in installing, configuring and customizing GeoMedia-Hansen Interface and Hansen's Map Interfaces (including Integrated Map Viewer and/or GeoAssistant and, optionally, GeoAdministrator). The GeoMedia-Hansen Interface integrates/synchronizes sanitary components in GIS enterprise with Hansen SMS. In addition, the Hansen's Map Interfaces are used to search, select, view, and output hardcopy maps of sanitary sewer assets for maintenance activities.
5. Briefly describe your Hansen asset management system expertise.
6. Briefly describe any problems that you may anticipate in implementing the GeoMedia-Hansen interface project including data modeling issues, using AFM technology of GeoMedia Public Works Manager, customized queries and reporting capabilities to support CITY's business requirements and automated way to synchronize both systems.

EXHIBIT 4

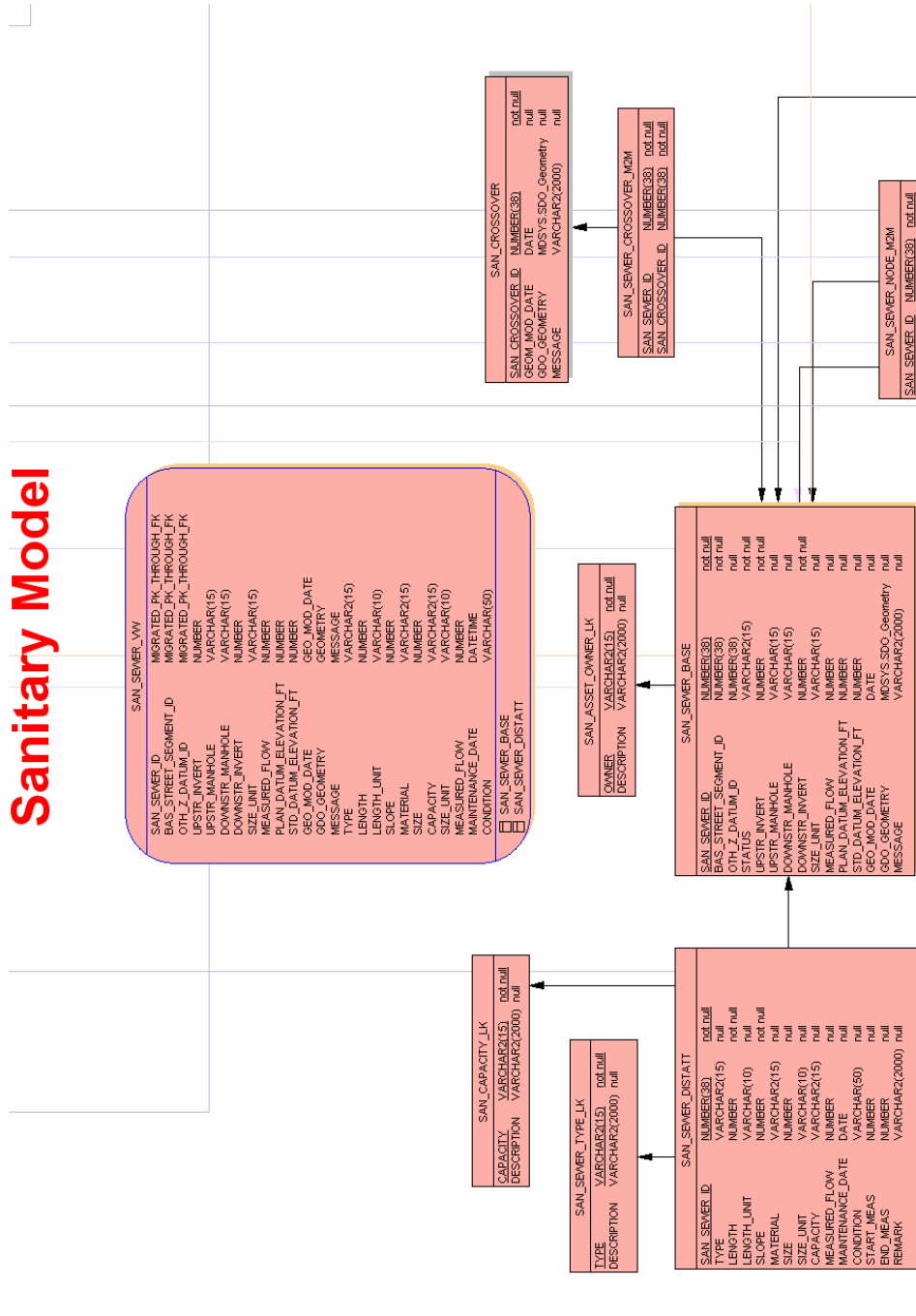
COST FORM

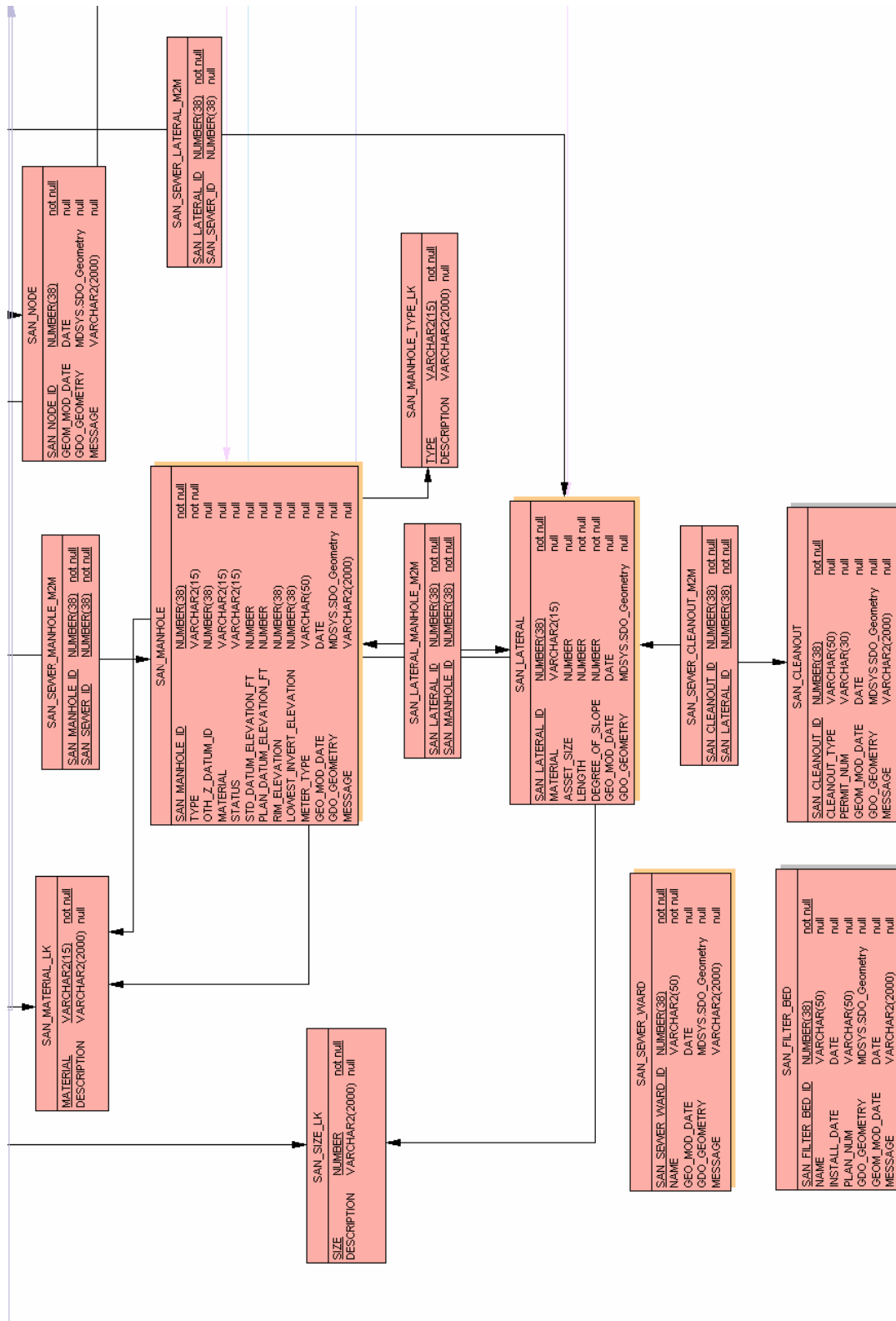
Submit itemized costs with fixed price amounts for each item listed. Please use the suggested format to the extent possible. All amounts are to be in US Dollars and shall be valid for 180 days. CITY reserves the right to accept or reject any part of or the entire cost proposal.

1. Review current GIS and SMS systems \$ _____
2. Install, configure and migrate SMS system to Oracle 10G R2 \$ _____
3. Install and configure GeoMedia-Hansen Interface on GIS side \$ _____
4. Install and configure Hansen's Map (IMV or GeoAssistant, and/or GeoAdministrator) Interfaces on SMS side \$ _____
5. Synchronize databases between GIS and SMS \$ _____
6. Add all new/missing assets to SMS \$ _____
7. Configure, customize and build additional database intelligence on both systems (if needed) \$ _____
8. Enhance SMS reporting capabilities \$ _____
9. Provide views or other methods to enable QA/QC \$ _____
10. Provide training \$ _____
11. Perform testing and acceptance \$ _____
12. Enhance existing web-based reporting system (optional) \$ _____
13. Other costs (please list)
 - a. Third party software (Hansen and Intergraph Interfaces) \$ _____
 - b. New dataset creation \$ _____
 - c. Cost to prepare RFP \$ _____
 - d. Cost to administer the project \$ _____
 - e. Estimated travel expenses \$ _____
 - f. Miscellaneous expenses (please list) \$ _____

EXHIBIT 5A DATABASE TABLE DESCRIPTIONS

The database table descriptions for the sanitary sewer data model in enterprise GIS are as follows:





DATABASE TABLE DESCRIPTIONS **(continued)**

The database table descriptions for the sanitary sewer in DOT's SMS are as follows:

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File Asset Inspection Work Order PM Customer Part Window Help

Work Order

Work Order # []

Asset []

Address [] [] [] [] [] [] W/O Type []

Activity [] []

Initiated [] / [] / [] : Source [] Authorization []

Scheduled [] / [] / [] : Maint Type [] Assigned To []

Due [] / [] / [] : Problem [] Crew []

Initiated By [] Priority []

Project [] Service # [] 0 ☐ Out of Service

Budget # [] ☐ Potential Service Request

Started [] / [] / [] : Result []

Completed [] / [] / [] : Condition []

Comp By [] Quantity [] 0.000 []

Hours [] 0.00

Down Time [] 0.00 ☐ Major Failure

Work Order Comments Activities Failures **Costs** Standard Log Schedule

Ready

Version 7 Entity Relationship Diagram

Sewer Main Field Inspection

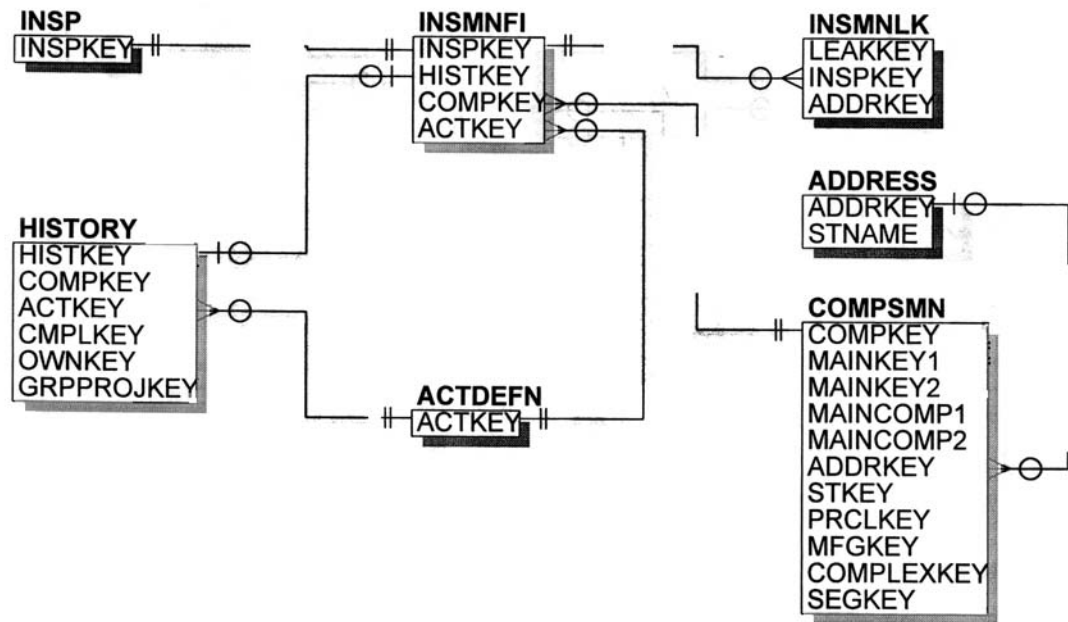


EXHIBIT 6A **ENVISIONED ENTERPRISE GIS – SMS ARCHITECTURE**

