

Request For Proposal
Web Site Development and Services
20 Apr 2011

Background

The Silicon Valley Regional Interoperability Authority (SVRIA) was formed in 2010 under the Joint Exercise of Powers Act, California Government Code Section 6500 et seq. to provide voice and data interoperability solutions to its members which consist of the public safety agencies in Santa Clara County and its fifteen cities and towns. SVRIA supersedes the Silicon Valley Regional Interoperability Project which coordinated voice and data interoperability projects in Santa Clara County since 1998. In order to provide the public with information about SVRIA and to provide its member agencies with information about its projects, SVRIA wishes to establish and maintain an Internet web site.

Statement of Work

Bidders will submit proposals to create the web site, to help establish its hosting and to provide optional ongoing support for modification and maintenance of the web site. The web design requirements summary, required hosting services summary and web site map represent the current thinking of SVRIA staff. The successful proposal will explain the bidder's approach to provide expertise and advice to optimize and specify web design, hosting services and the web site map.

Project Schedule

SVRIA desires to have its web site initially created and hosted within ninety days of the issuance of a contract to the successful bidder. An option for ongoing support for modification and maintenance of the web site may be proposed on a fiscal year basis, 1 July through 30 June, with support for the initial fiscal year following web site implementation pro-rated. Options for up to two subsequent years may be proposed.

Bids to provide the services described herein must be received by 5PM on Friday, 27 May 2011, in person, by courier, by registered US Mail or by email attachment with Read Request Receipt enabled to the address shown on the bidding instruction which is attached hereto and incorporated herein.

Web Design Requirements

A draft summary of web design requirements is attached hereto and incorporated herein.

Required Hosting Services

A draft summary of required web site hosting services is attached hereto and incorporated herein.

Web Site Map

A draft web site map is attached hereto and incorporated herein.

Terms and Conditions

A draft consulting agreement is attached hereto.

Web Site Development Bidding Instructions

Questions regarding this RFP shall be submitted via email to the address shown below by 5PM PDT on Wednesday, 11 May 2011. Answers will be provided via email to all recipients of the RFP by 5PM PDT on Friday, 20 May 2011.

Bids to provide services to develop and implement an Internet web site for SVRIA as described in the Request For Proposal must be received by 5PM PDT on Friday, 27 May 2011, as follows:

In Person to

Michael Milas, SVRIA Executive Director
San Jose Police Department
Bureau of Technical Services
835 North San Pedro Street, 4th Floor
San Jose, CA 95110

By Courier to

Michael Milas, SVRIA Executive Director
San Jose Police Department
Bureau of Technical Services
835 North San Pedro Street, 4th Floor
San Jose, CA 95110

By Registered US Mail to

Michael Milas, Executive Director
Silicon Valley Regional Interoperability Authority
c/o San Jose Police Department BTS
835 North San Pedro Street
San Jose, CA 95110

By Email Attachment to

Michael.Milas@Sanjoseca.gov
with Read Request Receipt enabled

Web Design Requirements

All Pages

- Custom professional design
- Content Review of SVRIA provided content
- Images, if any, will be provided by SVRIA
- Navigation via dynamic roll-over hyperlinks

Public Pages (see site map)

- About Us
- Services
- News and Announcements
- Calendar, Agendas & Minutes
- Work Plan
- Documents
- Links
- Contact Us (Via email forwarding)
 - Info
 - Executive Director
 - Webmaster
- Legal and Privacy Statements
- Print-This-Page/Printer Friendly Feature

Member Pages (see site map)

- Username and Password Protected
 - One Username and Password per member
 - Default Username and Password issued
 - Username not user changeable; Password user changeable
 - Ability for Webmaster to reset lost passwords
- Proprietary Information Caution and FOIA Exemption
- EComm
- BayMACS
- TransMACS
- Forms and Reports

Site Features

- Three tiers of users
 - Public – Able to view/download/print public pages and email staff and Directors
 - Members – Public access plus ability to view/download/print public and password protected member pages
 - Staff – Public and Member access plus ability to post/edit/update all web pages
- Ability to edit web page text through a browser (Staff only)
- MapQuest® or equivalent maps and directions to meeting locations

Silicon Valley Regional Interoperability Authority

Support Services

- Web site host selection and interface or provision of hosting services
- Web page updating other than that performed by SVRIA staff
- Periodic additions or changes to web pages
- Ongoing support as requested

Required Web Hosting Services

General Features

- Disk Space – 3000MB minimum
- Bandwidth – 30G/mo minimum
- Domain Name Hosting
- Detailed Web Statistics
- FTP Access
- Anonymous FTP
- Telnet / SSH
- Secure Offsite Backup
- Search Feature in Posted Documents
- Member Access Password Management

Email Features

- POP3 Mail Boxes – 25
- Spam filtering
- Email Forwarding
- Auto-responders
- Mail Spool – 120MB/each minimum

eCommerce Features

- Not required

Pricing Information Required

- Setup Cost
- Monthly Cost

SVRIA Web Site Map

Home page

About us

- Purpose
- History
- Member Agencies and Service Area
- Funding
- Organization
 - Charter and Membership
 - Organizational Chart
 - Board of Directors
 - Committees

Projects

- EComm
- BayMACS
- TransMACS
- Coplink
- CAD-to-CAD
- SVRCS
- Other Plans

News & Announcements

- Press Releases

Calendar, Agendas & Minutes

- Meeting Calendar and Locations (ADA statement and map links)
- Board of Directors
 - Agendas (PDF)
 - Minutes (PDF)
- Working Committee
 - Agendas (PDF)
 - Minutes (PDF)

Work Plan

Documents

- Administrative Documents (JPA Agreement; Harassment Policy, etc.)
- Related Documents

Links (Hypertext link disclaimer)

Contact Us

Legal and Privacy Statements

Silicon Valley Regional Interoperability Authority

Member Login *

Proprietary Information Caution and FOIA Exemption

EComm

User Agreement & Security Policy (PDF)

Application Request Form (Word fill-in form)

Circuit Request Worksheet (Word fill-in form)

Application Request Summary

Circuit Request Summary

System Map (PDF)

System Block Diagram (PDF)

System Design Objectives (PDF)

Contact List (PDF)

BayMACS

System Description

User Manual (PDF)

System Coverage Maps (PDF)

Training Video

TransMACS

System Description

Block Diagram (PDF)

Request Process

* Need two levels of password controlled access, one for viewing and downloading and one for posting and updating.

**SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY
FORM OF 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, if any, shall not exceed _____ Dollars (\$0.00). 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 AUTHORITY 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, if any.

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 AUTHORITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to AUTHORITY'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 AUTHORITY, 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 AUTHORITY, 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 AUTHORITY shall not operate as a waiver of such right of indemnification. All of CONSULTANT's obligations under this Section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this AGREEMENT.

SECTION 9 SUBCONTRACTORS.

A. Notwithstanding Section 7 above, CONSULTANT may use subcontractors in performing the work under this AGREEMENT upon prior written approval by AUTHORITY's Executive Director.

B. CONSULTANT shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. AUTHORITY assumes no responsibility whatsoever concerning such compensation.

C. CONSULTANT shall change or add subcontractors only with the prior written approval of the AUTHORITY's Executive Director.

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. AUTHORITY 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, AUTHORITY may terminate this AGREEMENT immediately upon written notice.

- C. AUTHORITY's Executive Director is empowered to terminate this AGREEMENT on behalf of AUTHORITY.
- D. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, the AUTHORITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.
- E. In the event of termination, CONSULTANT shall deliver to AUTHORITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, AUTHORITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

AUTHORITY 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 AUTHORITY, 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 AUTHORITY without restriction or limitation upon their use.

SECTION 16. WAIVER.

CONSULTANT agrees that waiver by AUTHORITY 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 AUTHORITY 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 AUTHORITY for a minimum period of five (5) 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 five (5) 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 AUTHORITY, at any time during regular business hours, upon written request by the Authority's Executive Director or his or her designee.
- D. Where AUTHORITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, AUTHORITY may, by written request by any of the above-named officers, require that custody of the records be given to AUTHORITY. 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.

If requested, 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. 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 20. 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 AUTHORITY:

To CONSULTANT:

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

SECTION 21. 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 José, California.

SECTION 22. PRIOR AGREEMENTS AND AMENDMENTS.

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

EXHIBIT E
INSURANCE

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

A. Minimum Scope of Insurance

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, if applicable.

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; coverage shall be endorsed to provided that the carrier waives its rights of subrogation in favor of the Authority, its officials, employees, agents, and contractors 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 AUTHORITY's Risk Manager. At the option of AUTHORITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AUTHORITY, its officer, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the AUTHORITY'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 SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY, 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 AUTHORITY, its officers, employees, agents and contractors.
 - b. CONSULTANT's insurance coverage shall be primary insurance as respects AUTHORITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by AUTHORITY, 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 AUTHORITY, 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 AUTHORITY.

E. **Acceptability of Insurers**

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

F. **Verification of Coverage**

CONSULTANT shall furnish AUTHORITY 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 AUTHORITY at the address provided herein or any subsequent address as may be directed in writing by the Risk Manager.

G. **Subcontractors**

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