



REQUEST FOR PROPOSAL

for

Wide & Metropolitan Area Network Re-Design, Installation, and Configuration Consultant Services

RFP # 08-09-DOTPL-004

September 15, 2009

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1 INTRODUCTION

- 1.1** The CITY of San José, Department of Transportation, Neighborhood Traffic Management Division (hereinafter "CITY") is soliciting a Proposal from qualified consultants, vendors, suppliers, or individuals (hereinafter "Proposer") for the following:
- 1.2** Re-design and implementation of the Silicon Valley-Intelligent Transportation System Wide Area Network (SV-ITS WAN).
- 1.3** Network validation and recommendations for the San José Metropolitan Area Network (DOT-MAN) Upgrade project.
- 1.4 Federal Funding:** The Project is funded in substantial part by federal funds.

2 BACKGROUND

2.1 SV-ITS Network Re-design and Implementation

2.1.1 The SV-ITS Program is responsible for improving the efficiency and effectiveness of the region's transportation network. A regional transportation management system has been put into place that is composed of infrastructure funded by Program-secured grants and by partner agencies. The Program is administered by the City of San José, and is comprised of the participation and cooperation of project stakeholders (hereinafter "PROJECT STAKEHOLDERS") from the cities of Campbell, Cupertino, Fremont, Milpitas, Santa Clara; Town of Los Gatos; County of Santa Clara; Santa Clara Valley Transportation Authority (VTA); Metropolitan Transportation Committee (MTC); California Department of Transportation (Caltrans); and California State Highway Patrol (CHP).

2.1.2 The Program's WAN is currently used for peer-to-peer sharing of traffic data and for transmitting encoded video to the Program's Web Traveler server www.511sv.org located in the City of San José Transportation Management Center (TMC). The WAN consists of Layer 2 Ethernet switches that are located in the TMCs located in the cities of Fremont, Milpitas, San José, Campbell and the County of Santa Clara. These TMCs are connected to each other by fiber optic cable. Future plans are in place to extend the fiber's reach into the cities of Santa Clara, Cupertino, and Town of Los Gatos. In addition, in the near future, the Program WAN will be connected to Caltrans SONET ring (see Appendix A).

2.2 DOT-MAN Consultation

2.2.1 On May 28, 2008, the California Transportation Commission (CTC) approved a grant award to the City of San José to fund the implementation of the Traffic Light Synchronization Project (TLSP). Through this grant, the City is implementing the following:

- Installation of approximately thirty-six (36) miles of fiber optic communication infrastructure to support real-time traffic management capabilities.
- Upgrade of 785 traffic signals, complementing one hundred and fifteen (115) signals being upgraded along LRT and bus transit corridors funded by other grants.
- Installation of wireless system in strategic locations throughout the City.
- Addition of one hundred and forty-one (141) traffic surveillance cameras city-wide to allow the City to remotely monitor traffic and adjust signal timing in real-time.
- Synchronization of all signalized intersections within the City.

2.2.2 The City is implementing an Ethernet-based DOT-MAN, to allow City operations staff to remotely access and manage the infrastructure being installed through the State grant funded Traffic Light Synchronization Program (TLSP) project. The network equipment currently being installed in the field consists of Actelis Ethernet network switches communicating over copper traffic signal interconnect cables (SIC) to TransCore's TransSuite TCS – IP Communications Servers. Six (6) communication hub locations are planned to aggregate existing SIC as described in Appendix B, "DOT-MAN Project Description."

3 PROJECT GOALS & OBJECTIVES

3.1 SV-ITS Network Re-design and Implementation

3.1.1 This Project proposes to secure the professional services of a consultant knowledgeable in Information Technology (IT) to re-design and implement an upgraded SV-ITS WAN to 1) support the sharing of traffic surveillance cameras across the SV-ITS WAN to project stakeholder LAN's including the Caltrans TMC located in Oakland; to 2) access digital encoded camera feeds located in individual stakeholder transportation LAN's, and 3) provide opportunities to share data among the SV-ITS project stakeholders as outlined in the SV-ITS Infrastructure Master Plan, dated January 30, 2005. The SV-ITS Infrastructure Master Plan also includes a technology comparative analysis with deployment alternatives and cost analysis. In particular, the network design must address the multicasting and bandwidth requirements of IP video and the implications associated with the implementation. Copies of the SV-ITS Infrastructure Master Plan is available at San José City Hall 8th floor for pick-up or mail a CD-R writable disk with prepaid return postage and packaging to the attention of the contact named in Part 1, Section 6, "Contact Information".

3.1.2 The Project will require intimate coordination with most, if not all, of the SV-ITS PROJECT STAKEHOLDERS' IT representatives, and must be sensitive to the project stakeholders' security concerns regarding stakeholder network documentation and information. In addition, because the Program has limited centralized IT expertise and resources to maintain the network, maintenance and support requirements of the upgraded WAN need to be amendable to all PROJECT STAKEHOLDERS.

3.2 DOT-MAN Consultation

3.2.1 This Project proposes to secure the professional services of a consultant knowledgeable in IT to provide consultation services to the City on the existing DOT-MAN design. Specifically, the consultant will validate the DOT-MAN design and make recommendations where needed with regards to DOT-MAN network topology, network security, design, and implementation. The DOT-MAN will allow the CITY to remotely operate and manage current and future field devices.

3.2.2 The Project also includes the design of the wireless portion of the DOT-MAN. The City has several signalized intersections in remote locations that are infeasible to connect to via copper or fiber-optic lines due to topography and location (see Appendix B, "DOT-MAN Project Description."). A wireless link between San José City Hall and the fiber optic communication hubs is also planned for redundancy. The consultant will be required also design the wireless portion of the DOT-MAN.

4 MINIMUM QUALIFICATIONS

A Proposer will be considered "non responsive" to this request and disqualified from further consideration if any of the following minimum qualifications are not met.

4.1 Proposer must submit recent customer reference(s) where the Proposer's network design has been implemented and accepted for each of the following key technical groups:

4.1.1 SV-ITS WAN

4.1.2 DOT-MAN

One reference will suffice if both technical groups are included.

4.2 The reference information must be provided using ATTACHMENT E "Previous Customer Reference Worksheet". In the event the Proposer is a Joint Venture, the customer references must be for Joint Venture (no references for separate parties).

4.3 The company submitting the proposal and signing the Proposal Certification Form Attachment C must have performed the work as the prime contractor at each of the two reference sites provided (if different); the agreement must be between the reference customer and the company submitting the proposal and signing Attachment C.

5 PROCUREMENT TIMELINE

TASK	DATES
RFP release date:	September 15, 2009

PART 1: GENERAL CONDITIONS & REQUIREMENTS

Deadline for written questions/clarification And objecting to the specifications:	September 29, 2009 Due by 5:00 P.M. (PST)
City to respond to submitted written inquiries and/or clarification requests. Response to be distributed on BidSync via addendum	October 6, 2009
RFP Due Date: Time: Location:	October 20, 2009 5:00 P.M. (PST) City of San Jose – Department of Transportation Attention: Allen Baquilar 200 East Santa Clara Street, 8th Floor San Jose, CA 95113-1905

6 CONTACT INFORMATION

Contact Information: Name/Title:	Allen Baquilar Associate Engineer 200 East Santa Clara Street, 8th Floor San Jose, CA 95113-1905 Phone: (408) 975-3282 Fax: (408) 292-6093 e-mail: Allen.Baquillar@sanjoseca.gov
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7 PROCEDURE FOR SUBMITTING QUESTIONS & INQUIRIES

Questions pertaining to this RFP must be submitted IN WRITING via BidSync to the contact person listed under Part 1, Section 6, "Contact Information." Please be as specific, citing the specification section/number where possible. Please submit all questions by the deadline. The CITY will provide a written response to all pertinent questions in the form of an Addendum.

8 HOW TO OBTAIN THIS RFP

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

9 OBJECTIONS TO THIS RFP

- 9.1** Any objections as to the structure, content, or distribution of this RFP must be submitted via e-mail or fax to the attention of the contact named in Part 1, Section 6, "Contact Information." 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:
- 9.2** The address for submitting objections to this RFP is:

City of San Jose, Department of Transportation
Attention: Scott Kahai, Senior Analyst
200 East Santa Clara Street, 8th Floor Tower
San Jose, CA 95113-1905

10 LATE PROPOSALS

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

11 COMPLETE RFP

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

- 11.1** PART-1, Project Overview and Requirements
- 11.2** PART- 2, Statement of Requirements
- 11.3** ATTACHMENTS
- 11.3.1** APPENDIX A – SV-ITS WAN Diagram & Project Description
- 11.3.2** APPENDIX B – DOT-MAN Wireless Example & Project Description
- 11.3.3** ATTACHMENT A – Cost Proposal
- 11.3.4** ATTACHMENT B – Conflict of Interest Form
- 11.3.5** ATTACHMENT C – Proposer Certification
- 11.3.6** ATTACHMENT D – Proposer Questionnaire
- 11.3.7** ATTACHMENT E – Previous Customer Reference Worksheet
- 11.3.8** ATTACHMENT F – Exemplar Agreement (includes all insurance requirements)
- 11.3.9** ATTACHMENT G –Disadvantaged Business Enterprise Information

12 RESPONSE DOCUMENTS / SUBMISSION OF PROPOSALS

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

12.1 GENERAL INFORMATION

12.1.1 Submit one (1) original and seven (7) copies of the proposal clearly marked on the box and on the cover or title page as follows: RFP DOT 08-09-DOTPL-004 SV-ITS Program Area Network Re-design and Implementation and DOT-MAN Consultation. In addition, include an electronic copy of your proposal and statement of qualification on a CD or DVD, in Adobe™ Acrobat format.

12.1.2 Copies shall be double sided on 8-1/2" x 11" RECYCLED PAPER (minimum of 20% post consumer waste).

12.1.3 All pages shall be sequentially numbered and a table of contents shall be provided.

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

12.1.5 Refer to the procurement timeline in Part 1, Section 5, "Procurement Timeline" for due dates and delivery locations.

12.1.6 Submit one (1) original copy of the cost proposal form outlined under Attachment A, "Cost Proposal," in a separate sealed envelope clearly marked on the outside: "RFP 08-09-DOTPL-004, SV-ITS WAN Upgrade and DOT-MAN Consultation Cost Proposal."

12.2 COVER LETTER

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

12.3 EXECUTIVE SUMMARY

PART 1: GENERAL CONDITIONS & REQUIREMENTS

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

12.4 TABLE OF CONTENTS

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

12.5 COMPANY PROFILE

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

12.5.1 Name of firm, mailing address, phone number, and fax number of the Proposer's principal place of business. Background of the firm including a brief company history, other names the company has utilized in the past, companies that have merged or affiliated with Proposer.

12.5.2 Mailing address, phone and fax number of the office in which the project team will work.

12.5.3 Mailing address, staffing and degree of participation in project by any other firm or subcontractor.

12.5.4 Overall company experience in network design for traffic signal operations.

12.5.5 General historical list of relevant previous company studies and implementations

12.6 ORGANIZATION CHART & STAFF QUALIFICATIONS

The proposal shall detail the organization structure of the team including names and positions of project manager and personnel to be assigned to the project, as well as provide general resumes, relevant certifications, and relevant experience of the project manager and key staff. These should clearly demonstrate Proposer's qualifications to perform the project activities described in this RFP.

12.7 PROJECT PLAN

12.7.1 The Proposal should give an introduction and overview of the Proposer's approach, list general objectives, develop a work plan by breaking the project into specific tasks or work elements clearly associated with the scope of work in this RFP, and explain the methodology to be used to complete each task. All responses must be complete and unequivocal, citing specific method(s) to be used to complete each task. The Project Plan shall indicate all meetings to be held at the CITY and a description of who will participate and the meeting's purpose.

12.7.2 The Project Plan shall also include 1) a direct and detailed response to each item outlined under Part 2, 4, 5, 6, 10, and 14; 2) a summary of suggested task revisions/additions deemed necessary to further define and enhance the project; and 3) a proposed plan for quality and cost control to enhance the service and responsiveness to the CITY.

12.8 DELIVERABLES

Deliverables are defined as material task or phase products, such as meeting summaries, preliminary reports, and final reports. Proposer shall include a list of all proposed deliverables.

12.9 PROJECT SCHEDULE:

12.9.1 The Proposal for the SV-ITS WAN Redesign and Implementation and DOT-MAN Consultation shall provide a schedule that the Proposer believes is most appropriate to complete the scope of work for this project. This schedule section shall contain a general Microsoft Project Gantt chart for each of the tasks identified by the Proposer tagged to the major deliverables set forth by this RFP. The schedule for each task and timing of each deliverable should be based upon the number of calendar days or weeks needed to complete the project.

12.9.2 Since time is of the essence on this project, the CITY will make sure that CITY staff is available as required by the approved schedule to insure timelines are met.

12.10 COST PROPOSAL

12.10.1 Proposer shall submit a separate package as shown in Attachment A "Cost Proposal".

12.11 CONFLICT OF INTEREST

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

PART 1: GENERAL CONDITIONS & REQUIREMENTS

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

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

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

12.12 ATTACHMENTS

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

12.12.1 ATTACHMENT B, "Cost Proposal"

12.12.2 ATTACHMENT C, "Conflict of Interest" completed and signed

12.12.3 ATTACHMENT D, "Proposal Certification," completed and signed

12.12.4 ATTACHMENT E, "Proposer Questionnaire," fully completed

12.12.5 ATTACHMENT F, "Previous Customer Reference Worksheet"

12.12.6 ATTACHMENT G "Exemplar Agreement"

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

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

Red and underlined for inserted text.

Red and strikethrough for deleted text.

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

13 REVIEW PROCESS AND EVALUATION CRITERIA

13.1 PROPOSAL RESPONSIVENESS. (PASS/FAIL):

13.1.1 Required Documentation: Proposals will be reviewed to determine if all required documentation was included with your proposal submittal as described in Part 1, Section 12.2 – 12.12.

13.2 TECHNICAL PROPOSAL REVIEW AND EVALUATION (PHASE 1)

13.2.1 The Proposals will be reviewed and scored based on the maximum points allowed as outlined under Part 1, Section 13.5.4.

13.3 PRESENTATIONS/ORAL INTERVIEWS (PHASE 2)

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

13.3.2 The project manager identified in the Proposal must be the lead presenter in the oral presentation.

13.4 COST PROPOSAL REVIEW AND EVALUATION (PHASE 3)

After the technical and oral presentations, cost proposals will be opened and Proposals will be scored in accordance with all the criteria outlined under Part 1, Section 13.5.4.

13.5 BEST AND FINAL OFFER (BAFO).

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

PART 1: GENERAL CONDITIONS & REQUIREMENTS

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

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

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

Description	Weight
Proposal Responsiveness	Pass / Fail
Experience:	40%
Project Approach:	40%
Pricing (points will be based on lowest responsive offer divided by proposer offer and then multiplied by the weight).	20%
Total	100%

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

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

13.5.7 With the exception of points assigned for Pricing, proposals must score at least one half (1/2) or fifty percent (50%) of the total available points for each category that is being scored. Failure to do so will result in disqualification of that proposal from further consideration.

13.5.8 Should the selected Proposer fail to provide post award documents as required, the City, in its sole discretion, may withdraw the award recommendation, and select the next highest ranked proposer for award.

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

14 GENERAL INFORMATION

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

15 ADDENDA AND INTERPRETATION

- 15.1** The CITY shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the CITY or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification may be sent via e-mail or fax to the attention of the contact named in Part 1, Section 6, "Contact Information."
- 15.2** Proposer requests for clarification shall be deliverable as stated in Part 1, Section 5, "Procurement Timeline". Any CITY response to a request for clarification will be made in the form of an addendum to this RFP. All addenda shall become apart of this RFP.

16 PROPOSAL SUBMISSION

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

17 **AGREEMENT TERM**

The term of the agreement shall be for three (3) years.

18 **GENERAL TERMS & CONDITIONS OF AGREEMENT**

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

19 **INSURANCE REQUIREMENTS**

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

20 **EXAMINATION OF PROPOSED MATERIAL**

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

21 **ALL PROPOSALS ARE PUBLIC RECORDS**

- 21.1** 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.

- 21.2** Therefore, any proposal which contains language purporting to render all or significant portions of their proposal “Confidential”, “Trade Secret” or “Proprietary”, or fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.
- 21.3** Do not mark your entire proposal as “confidential”.
- 21.4** 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.
- 21.5** 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.

22 GROUND FOR DISQUALIFICATION

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

22.2.4 Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

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

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

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

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

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

23 NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions. Any alteration, omission, addition, variance or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the CITY.

24 PROHIBITION OF GIFTS

24.1 City of San José and its related entities officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the CITY and its related entities, or proposing to do business with the CITY and its related entities. To avoid even the appearance of impropriety, Proposers should not offer any gifts or souvenirs, even of minimal value, to CITY officers or employees. The Proposer shall be subject to the CITY's prohibition. Said prohibition is found in Chapter 12.08 of the San José Municipal Code. Proposer agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.

24.2 The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of the Agreement by the successful Proposer(s). In addition to other remedies the CITY may have by law or equity, CITY may terminate Agreement for such breach.

25 NON-DISCRIMINATION – PREFERENTIAL TREATMENT

Disadvantaged Business Enterprises (DBE) and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The proposer or subcontractor shall not

discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The City of San Jose has not established an Underutilized DBE goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement (see Attachment G “Disadvantaged Business Enterprise (DBE) Information”).

26 CITY BUSINESS TAX

If the Proposer is not currently doing business in San José, the Proposer(s) shall have to pay a CITY Business License Tax prior to any commencement of work. The award shall be contingent upon the selected Proposer having a current business tax certificate. For more information, you may contact the Business Tax Office at (408) 535-7055 to determine costs, or Web Site: <http://www.csjfinance.org/>

27 ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

- 27.1** The CITY has adopted an “Environmentally Preferable Procurement” (EPP) policy. The goal is to encourage the procurement of products and services that help to minimize environmental impact resulting from use and disposal of these products. These products include, but are not limited to, those containing recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed. Computers and other electronics are a growing focus of environmentally preferable purchasing activities due to their high prominence in the waste stream, their numerous hazardous chemical constituents, and their significant energy use. Moreover, when these products are disposed of improperly they can release hazardous substances that pollute the environment.
- 27.2** In support of this policy, the selected vendor will be required to work with the CITY to determine where it is feasible to use material with recycled content (i.e., card stock, paper) and recyclable material for packaging of phones. The CITY will require the use of such materials.
- 27.3** The entire EPP policy may be found in the CITY’s internet site at the following link: http://www.sanjoseca.gov/esd/natural-energy-resources/PDFs/EP3_2007.pdf

28 PROTEST PROCEDURE

If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the Department Director or designee no later than ten (10) 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, which must be addressed in accordance with Part 1, Section 6, “Objections to this RFP.” Failure to submit a timely written Protest to the Department Director or designee will bar consideration of the Protest.

The address for submitting protests is:

PART 1: GENERAL CONDITIONS & REQUIREMENTS

City of San José – Department of Transportation
Attn: Department Director or designee
200 E. Santa Clara Street, 8th Floor Tower
San José, CA 95113-1905

29 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

This project includes federal-aid funding, and as such, Disadvantaged Business Enterprises (DBE) and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of the consultant services. See Attachment G, “Disadvantaged Business Enterprise (DBE) Information,” for a description of the DBE Program and requirements. The CITY has established no goal for the services being provided in this RFP.

The **successful proposer** shall complete the “Local Agency Proposer DBE Information (Consultant Contract)” form included in Attachment G, “Disadvantaged Business Enterprise (DBE) Information” and submit the form to the City three (3) calendar days after the date the consultant services agreement is executed.

Within seven (7) calendar days after the completion of the consultant services agreement, the **successful proposer** shall complete and submit a “Final Report – Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors” form that provides a summary of the DBE final utilization; including showing total dollars paid to each DBE subconsultant. Form to be provided by the CITY.

PART 2: STATEMENT OF REQUIREMENTS

NOTES:

Where the word "shall" or "required" appears, Proposers may not take an exception.

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

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

1 TASK 1: PROJECT MANAGEMENT

1.1 Project Coordination and Management

1.1.1 The CONSULTANT shall conduct bi-weekly meetings (or conference calls) with the CITY to monitor the progress of the PROJECT.

Deliverable: Bi-Weekly Project Coordination and Management Meeting Minutes

1.2 Document Meeting Minutes, Issues, and Agreements

1.2.1 Within five (5) calendar days of every meeting with the CITY and/or SV-ITS partner transportation and IT representatives (hereinafter, "SV-ITS WAN PROJECT STAKEHOLDERS"), the CONSULTANT shall prepare and submit the Draft "Meeting Minutes" in electronic format to all meeting participants.

1.2.2 The CONSULTANT shall allow meeting participants five (5) working days after Draft Meeting Minutes distribution to submit comments on the Draft Meeting Minutes.

1.2.3 The CONSULTANT shall address all comments submitted and shall prepare and submit the Final Meeting Minutes in electronic format to all meeting participants within two (2) working days of receiving all comments.

1.2.4 The Final Meeting Minutes shall memorialize all meeting attendees, project related discussions, issues, and agreements which occurred during the meetings.

1.3 Project Documentation

1.3.1 The CONSULTANT shall provide monthly, written status reports to the CITY. Each status report shall contain a detailed monthly expenditure report along with copies of all invoices and receipts for each item listed and/or purchased.

1.3.2 The report shall include a "Task Status" page indicating the percentage completed, and a "Project Issues Page" or action list to highlight any issues that may prevent the timely completion of project milestones.

1.3.3 For the duration of the Project, formal communications between CITY staff and the CONSULTANT shall be documented in the project log to be maintained by the CONSULTANT.

1.3.4 The Project log shall document all tasks undertaken towards the completion of the Project.

1.3.5 The log shall be available for review by the CITY at any time.

1.4 *The Proposer shall provide a **detailed response** to the following:*

1.4.1 Explain successful approaches used in project management to keep work elements on schedule.

2 TASK 2: CONDUCT KICK-OFF AND PRELIMINARY MEETINGS

2.1 Conduct Project Kick-off Meeting

2.1.1 The CONSULTANT shall meet with CITY to review the overall PROJECT goals and objectives, the PROJECT work plan, the PROJECT schedule, deliverables, meeting dates, and CONSULTANT and CITY's responsibilities, and the project management protocol.

Deliverables: Draft "Project Kick-off Meeting" Minutes
Final "Project Kick-off Meeting" Minutes

2.2 Conduct Preliminary SV-ITS WAN Meeting

2.2.1 The CONSULTANT shall meet with the CITY and all SV-ITS WAN PROJECT STAKEHOLDERS to discuss the objective of the SV-ITS WAN network re-design and implementation. This meeting will serve to identify and address concerns SV-ITS WAN PROJECT STAKEHOLDERS may have on any aspect of the PROJECT, i.e., security concerns, proposed strategies, solution options, etc.

Deliverables: Draft "Preliminary SV-ITS WAN Meeting" Minutes
Final "Preliminary SV-ITS WAN Meeting" Minutes

2.3 Conduct Preliminary DOT-MAN Meeting

2.3.1 The CONSULTANT shall meet with the CITY to discuss the objective of the DOT-MAN Consultation Project. This meeting will serve to identify and address concerns CITY may have on any aspect of the PROJECT, i.e., schedule, design, network security, etc.

Deliverables: Draft "Preliminary DOT-MAN Meeting" Minutes
Final "Preliminary DOT-MAN Meeting" Minutes

2.4 *The Proposer shall provide a **detailed response** to the following:*

2.4.1 Briefly describe the process or methodology you would utilize in engaging multiple stakeholders for projects of similar complexity.

3 TASK 3: GATHER REQUIRED DOT-MAN NETWORK INFORMATION

3.1 Onsite Review of Existing DOT-MAN Network Systems

3.1.1 The CONSULTANT shall make on-site visits to the CITY. The CONSULTANT shall review the existing network communications system and devices and meet with the CITY to discuss the current DOT-MAN design and the need for a wireless design for connecting remote traffic signal equipment. The on-site visits shall be used as a fact-finding activity to gain an understanding of the City's network and the DOT-MAN design.

Deliverables: Existing DOT-MAN Systems Summary Report
Planned DOT-MAN Systems Summary Report

4 TASK 4: DEVELOP CONCEPTUAL WIRELESS DOT-MAN DESIGN

4.1 Design Assistance for DOT-MAN 3GPP Mobile Broadband Wireless Connection

4.1.1 The CONSULTANT shall assist the CITY with the development of subscription equipment specifications to connect remote traffic signal equipment and traffic surveillance video via the City's proposed upgraded 3GPP mobile broadband wireless system to the DOT-MAN (Appendix B, Figure 2). The CONSULTANT shall also assist the City with the design for connecting high bandwidth applications to the 3GPP mobile broadband wireless system.

Deliverable: 3GPP Mobile Broadband Subscription Equipment Specifications
3GPP Mobile Broadband Connection Design

4.2 Develop Downtown Conceptual Wireless Design for DOT-MAN

4.2.1 The CONSULTANT shall develop a conceptual design to connect Downtown transportation infrastructure, such as parking meters and portable dynamic message signs, via wireless connections to the DOT-MAN (Appendix B, Figure 3). A spectrum analysis survey will be required. The conceptual design shall be prepared in Microsoft Visio and will show a diagram layout of the network.

Deliverables: Draft DOT-MAN Downtown Conceptual Wireless Design Diagram
Final DOT-MAN Downtown Conceptual Wireless Design Diagram

4.3 *The Proposer shall provide a **detailed response** to the following:*

4.3.1 Briefly describe your experience, in detail, in designing WiFi, WiMAX, and 3GPP mobile broadband wireless networks for traffic surveillance video and second-by-second communication for traffic signal controllers, and give examples of challenges that arose and how they were addressed.

5 TASK 5: GATHER REQUIRED SV-ITS NETWORK INFORMATION

5.1 Gather Required Networking Information

5.1.1 The CONSULTANT shall gather all information necessary to redesign the SV-ITS WAN and to provide consultation on the DOT-MAN design, i.e., logical and physical network diagrams, current and proposed routing protocols, and current IP address space used. CONSULTANT will take the lead on this with assistance from the CITY (see Appendices).

Deliverables: SV-ITS Networking Information Summary Report
DOT-MAN Networking Information Summary Report

5.2 Onsite Review of Existing SV-ITS Network Systems

5.2.1 The CONSULTANT shall make on-site visits with the CITY to the following sites: Cities of Campbell, Cupertino, Fremont, Milpitas, San José, Santa Clara, and Santa Clara County. The CONSULTANT shall review existing networking communication systems and devices. The on-site visits shall be used as a fact-finding activity and evaluate the available space, power, connections, and hardware mounting available at each site.

Deliverables: Existing SV-ITS WAN Systems Summary Report (for each stakeholder listed above)

5.3 *The Proposer shall provide a **detailed response** to the following:*

5.3.1 Briefly describe the strategy you have used or would use when approaching multiple stakeholder agencies to collect information necessary to re-design a wide area network. Highlight specific or anticipated challenges and how they were or would be overcome.

6 TASK 6: DEVELOP CONCEPTUAL DESIGN

6.1 Develop Conceptual Design

6.1.1 The CONSULTANT shall develop a conceptual design of the SV-ITS WAN. The design shall be prepared in Microsoft Visio and will show a diagram layout of the networks. The redesigned SV-ITS WAN must accommodate IP video sharing among SV-ITS WAN PROJECT STAKEHOLDERS.

6.1.2 The CONSULTANT shall identify and address potential issues and conflicts based on the on-site reviews performed in Task 5, "GATHER REQUIRED SV-ITS NETWORK INFORMATION", and impacts the project may have on each individual SV-ITS WAN PROJECT STAKEHOLDER network.

Deliverables: SV-ITS WAN Conceptual Design Diagram
List of Potential SV-ITS WAN Upgrade Implementation Issues and Impacts

6.2 Review SV-ITS WAN Conceptual Design

6.2.1 The CONSULTANT shall meet with the CITY and the SV-ITS WAN PROJECT STAKEHOLDERS to review the proposed conceptual SV-ITS WAN design, and address any issues the CITY and the SV-ITS WAN PROJECT STAKEHOLDERS may have. Technical consideration and issues shall also be reviewed with the participants, e.g., existing equipment, power equipment, battery backup, etc.

Deliverables: Draft "SV-ITS WAN Conceptual Design Review Meeting" Minutes
Final "SV-ITS WAN Conceptual Design Review Meeting" Minutes

6.3 The Proposer shall provide a *detailed response* to the following:

6.3.1 When designing a network whose clients have limited maintenance IT resources, what are your main design criteria?

6.3.2 Describe your design, configuration, and implementation experience using CISCO SONET equipment, ethernet based WAN devices, Ethernet-in-the-First-Mile over Copper (EFMC) equipment based on DSL technology, and WIFI or proprietary wireless IP solutions used in large scale WAN deployments.

6.3.3 What is your experience designing and deploying IGMP for IP based video solutions in a routed regional ITS or IT network environment?

6.3.4 Describe your experience in developing and implementing traffic and video applications for a regional-wide / multi-jurisdictional IP network. Include a description of the approach used to ensure successful development and implementation.

6.3.5 Describe your experience in designing a connection between multiple network topologies. Highlight specific challenges and how they were overcome.

7 TASK 7: RECOMMEND A DOT-MAN NETWORK MANAGEMENT SYSTEM

7.1 Recommend a Network Management System for the DOT-MAN

7.1.1 The CONSULTANT shall provide a comparative and cost analysis of available Network Management System (NMS) software packages. The NMS Comparative Analysis will include a recommendation for the NMS package that best meets the needs of the DOT-MAN managers. The NMS will allow DOT-MAN managers to obtain feedback from systems on their operation and performance and provide alarm notification when problems occur. The NMS will also provide additional tools that include: physical & logical views of the DOT-MAN, performance management reporting, fault management, configuration management data collection, and device discovery processes.

Deliverables: Network Management System Comparative Analysis

7.2 The Proposer shall provide a *detailed response* to the following:

7.2.1 Briefly describe the NMS(s) that you have recommended, and highlight key determining factors when comparing a NMS.

8 TASK 8: CONDUCT DOT-MAN CONSULTATION MEETING

8.1 Validate DOT-MAN Design and Recommendations Meeting

8.1.1 The CONSULTANT shall meet with the CITY to evaluate and validate the current design of the DOT-MAN detailed in the Existing and Planned DOT-MAN Network Systems Summary Report and the DOT-MAN Design Diagram. This meeting will serve to validate the DOT-MAN Upgrade and/or identify recommendations by the CONSULTANT on any aspect of the DOT-MAN, i.e., network topology, hardware, security etc.

Deliverables: Draft "DOT-MAN Consultation Meeting" Minutes
Final "DOT-MAN Consultation Meeting" Minutes

9 TASK 9: DEVELOP DETAILED DESIGNS

9.1 Develop Detailed SV-ITS WAN Design

9.1.1 The CONSULTANT shall develop a detailed network design and Network Equipment List that will allow easy integration between each SV-ITS WAN PROJECT STAKEHOLDERS' network and Caltrans District 4 SONET network. This task will draw upon the comments received in TASK 6, "DEVELOP CONCEPTUAL DESIGN", to finalize the network design.

9.1.2 The Detailed Network Equipment List will include the IP Address scheme, a detailed specification of all equipment procured, installation locations, and estimated prices.

9.1.3 A Draft Detailed SV-ITS WAN Design and Detailed Network Equipment List will be provided to the CITY and SV-ITS WAN PROJECT STAKEHOLDERS for their information, review, and comment.

9.1.4 The CONSULTANT shall develop a Final Detailed SV-ITS WAN Design and Detailed Network Equipment List that addresses any comments from the CITY and SV-ITS WAN PROJECT STAKEHOLDERS.

Deliverables: Draft and Final Detailed SV-ITS WAN Design

Draft and Final Detailed SV-ITS WAN Equipment List

9.2 Develop Detailed DOT-MAN Design

9.2.1 The CONSULTANT shall develop a detailed revised network design that incorporates the design for the wireless portion of the network. This revised network design will reflect the recommendations agreed upon in Tasks 8, "CONDUCT DOT-MAN CONSULTATION MEETING", and will be used to finalize the network design. The final network design will be provided to the CITY for information, review, and comment.

Deliverables: Draft and Final Detailed DOT-MAN Design

Draft and Final Detailed DOT-MAN Equipment List

10 TASK 10: STAGE NETWORK DEVICES AND/OR EQUIPMENT

10.1 STAGE SV-ITS WAN EQUIPMENT AT CONSULTANT'S OFFICES

10.1.1 The CONSULTANT shall stage the CITY procured equipment at CONSULTANT's office(s). This task includes configuration of the equipment, identification and replacement of defective equipment prior to deployment to the SV-ITS WAN PROJECT STAKEHOLDERS premises. All purchased equipment and associated software shall be drop-shipped to CONSULTANT's offices.

Deliverables: SV-ITS WAN Network Devices Verified
SV-ITS WAN Network Devices Pre-Configured

11 TASK 11: INSTALL & CONFIGURE NETWORK DEVICES

11.1 Install & Configure SV-ITS WAN Equipment

11.1.1 The CONSULTANT shall install and configure the procured SV-ITS WAN equipment at each of the following agencies: City of Campbell, City of Cupertino, City of Fremont, City of Milpitas, City of San José, and County of Santa Clara. The CONSULTANT shall surrender all equipment documentation to the CITY prior to equipment installation.

Deliverables: Installed & Configured Network Devices
SV-ITS WAN Equipment Configuration Documentation

11.2 Develop SV-ITS WAN Record Drawings

11.2.1 The CONSULTANT shall develop SV-ITS WAN Record Drawings. The Record Drawings will document the installation of the SV-ITS WAN Equipment and reflect any changes made between the Detailed SV-ITS WAN Design and implementation. The Record Drawings shall be approved by the CITY and SV-ITS PROJECT STAKEHOLDERS.

Deliverable: SV-ITS WAN Record Drawings / Documents

11.3 Support DOT-MAN Equipment Installation and Configuration

11.3.1 The CONSULTANT shall assist and provide consultant services when needed as the CITY configures and installs the DOT-MAN Devices (i.e. Nortel routers and network switching devices).

11.4 Develop DOT-MAN Record Drawings

11.4.1 The CONSULTANT shall develop DOT-MAN Record Drawings. The Record Drawings will document the installation of the DOT-MAN Equipment and reflect any changes made between the Detailed DOT-MAN Design and implementation. The Record Drawings shall be approved by the CITY.

Deliverable: DOT-MAN Record Drawings / Documents

11.5 The Proposer shall provide a *detailed response* to the following:

11.5.1 Briefly describe your experience, in detail, in configuration management for regional ITS or IT systems, and what requirements were implemented to ensure a sustaining configuration management system.

12 TASK 12: PERFORM & SUPPORT ENTERPRISE NETWORK TESTING

12.1 Perform Enterprise Testing of the SV-ITS WAN

12.1.1 The CONSULTANT shall develop a test plan for the SV-ITS WAN. Test scripts shall be produced and provided to each SV-ITS WAN PROJECT STAKEHOLDER for testing. The CONSULTANT shall work with the SV-ITS WAN PROJECT STAKEHOLDERS during the testing of the SV-ITS WAN, address and resolve technical issues.

12.1.2 The CONSULTANT shall record any equipment configuration changes and must be captured in the SV-ITS WAN Record Drawings / Documents. All revisions to the SV-ITS WAN Record Drawings / Documents shall be approved by the CITY.

Deliverables: Enterprise SV-ITS WAN Testing Plan Document
Enterprise SV-ITS WAN Testing Report
Revised & Approved SV-ITS WAN Record Drawings / Documents (if necessary)

12.2 Support Enterprise Testing of the DOT-MAN

12.2.1 The CONSULTANT shall assist and provide consultant services when needed as the CITY performs Enterprise Testing of the DOT-MAN.

12.3 The Proposer shall provide a *detailed response* to the following:

12.3.1 Briefly describe a regional ITS or IT network where you developed a test plan and explain the criteria used for its development.

13 TASK 13: CONDUCT TRAINING SESSIONS

13.1 Conduct Training Sessions for the SV-ITS WAN

13.1.1 The CONSULTANT shall provide operation, administration, and maintenance training for all SV-ITS WAN PROJECT STAKEHOLDERS at the CITY's facility for two eight (8) hour days. It shall be comprehensive and cover all aspects of the operation, configuration, and troubleshooting for the equipment installed as part of this project.

13.1.2 Training shall include an explanation/documentation of the equipment setup and feature "hands-on" training.

13.1.3 The CONSULTANT shall provide training manuals to the CITY and all SV-ITS WAN PROJECT STAKEHOLDERS in addition to all other documentation, such as "Installation and Operations" and "Maintenance" manuals.

13.1.4 The CITY may elect to record these training sessions for PROJECT STAKEHOLDER'S sole use for future training purposes. The resulting recordings shall be the sole property of the PROJECT STAKEHOLDERS and for the sole use of the PROJECT STAKEHOLDERS.

Deliverables: Two Eight (8) Hour Days of Training
Training Manuals

14 TASK 14: SUPPLEMENTAL SERVICES

14.1 When requested and authorized in advance in writing by the DIRECTOR or the DIRECTOR's designee, CONSULTANT shall perform supplemental services in connection with and directly related to the PROJECT. Such services shall include only those services identified below, and as budget allows.

14.1.1 Additional meetings as described under TASK 2

14.1.2 Additional rounds of SV-ITS WAN and DOT-MAN Design and meetings as described under TASK 4, 5, 6, & 9.

14.1.3 Additional network design as described under TASK 4, 6, and 9.

15 TOTAL QUALITY MANAGEMENT

15.1 The CITY seeks to select a Proposer team with a comprehensive Total Quality Management (TQM) process.

15.2 *The Proposer shall provide a **detailed response** to the following:*

15.2.1 Provide an outline of the firm's TQM process and how it minimizes the potential for requirement creep, excessive development time, and not satisfying PROJECT STAKEHOLDERS' needs.

15.2.2 Provide a discussion on the knowledge of and use of system engineering, including certification by ISO

APPENDIX A – SV-ITS WAN DIAGRAM & PROJECT DESCRIPTION

1. Figure A-1 shows the SV-ITS WAN, Bay Area C2C WAN, and individual agency WANs that require upgrading to support the sharing of traffic signal data and to facilitate IP video sharing. This project will allow individual SV-ITS Project Stakeholders to access more video feeds from other agencies improving region-wide traffic operations that provide travelers with a positive, reliable and efficient travel experience.
2. A typical scenario would include a traffic incident that causes an impact of unknown magnitude to traffic along a stretch of a Caltrans operated Freeway that runs through the Cities of Fremont and Milpitas. Caltrans reviews the incident and decides to alert the traffic operations staff of Milpitas and Fremont of the situation. City of Milpitas, City of Fremont, and Caltrans traffic operations staff then simultaneously access video feeds from traffic cameras and signal phasing plans from traffic signal controllers owned by the multiple agencies within the vicinity of the incident instantly from their individual Traffic Operations Centers.
3. While viewing the video feeds and traffic signal data together, Caltrans and City staff will be able to jointly assess the magnitude of the traffic impact and, if necessary, coordinate an appropriate response. The response may result in diverting traffic to local agency arterials necessitating the changes of traffic signal timing and observation of traffic flow through the shared video feeds.
4. Based on the above scenario and as shown in Figure A-2, each SV-ITS Stakeholder operates and maintains their own video management servers (red servers) and traffic data exchange servers (orange servers). The figure also shows the connections that are required (dot-dashed blue line) between the SV-ITS WAN and the Bay Area C2C WAN and the connection needed between the SV-ITS WAN and the individual SV-ITS project stakeholder networks. Within the upgraded SV-ITS WAN, the connected SV-ITS Stakeholders will have the ability to simultaneously access each other's video feeds and traffic signal data (i.e. traffic signal phasing plans).
5. Although operations staff will not require twenty-four (24) hour access to traffic surveillance video feeds and traffic signal data across the SV-ITS WAN, it is critical that the network is operational during major transportation incidents that occur during peak traffic volume times.
6. The SV-ITS WAN design must address the bandwidth requirements of IP video and the implications associated with this implementation. The existing IP-Scheme for current and future network devices must also be redesigned.
7. The design must be the most cost-effective solution that maximizes the available bandwidth on the SV-ITS WAN. The SV-ITS Infrastructure Master Plan (available upon request) includes a high level technology comparative analysis with deployment alternatives and cost analysis.

APPENDIX A – SV-ITS WAN DIAGRAM & PROJECT DESCRIPTION

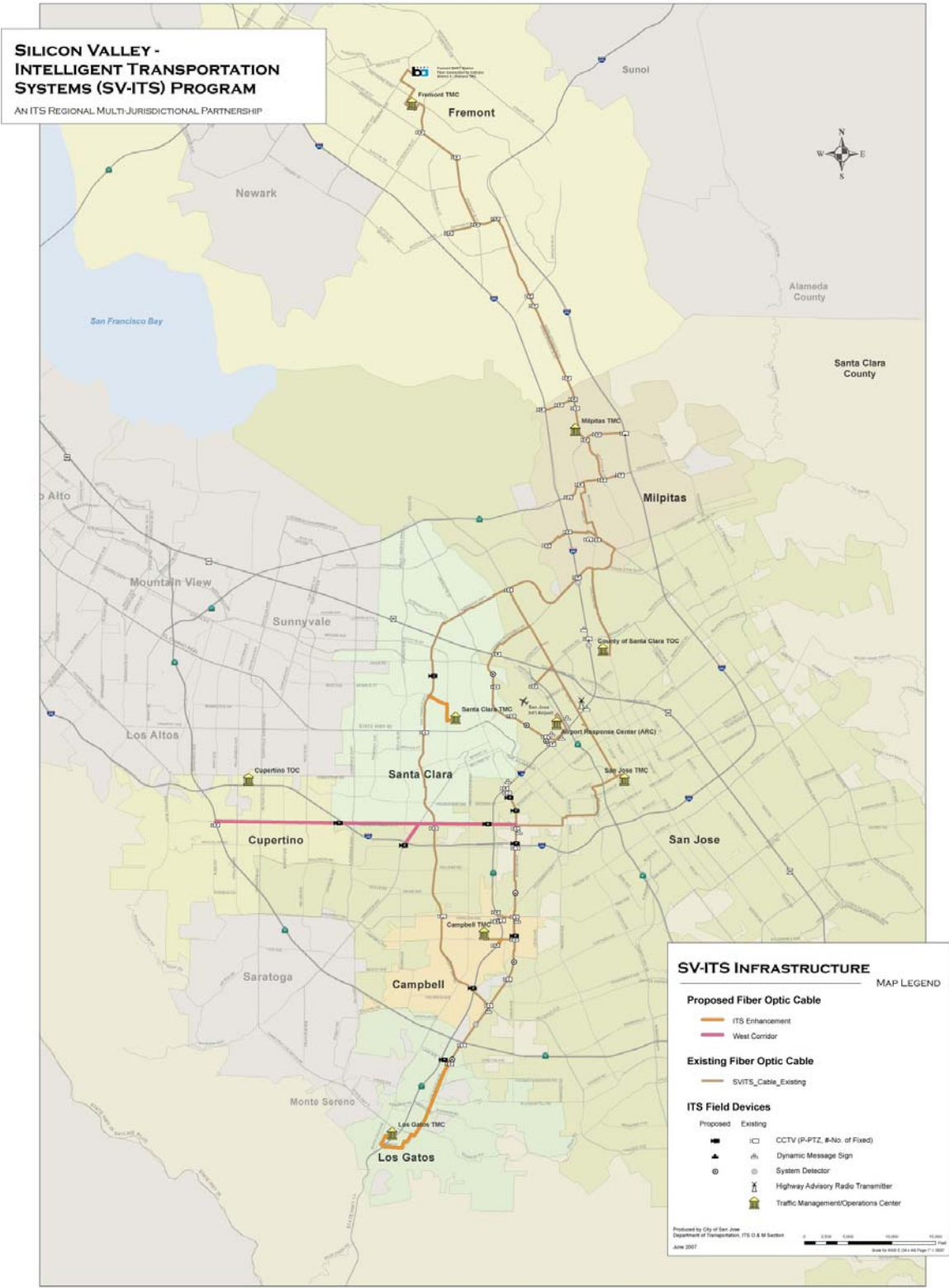


Figure A-1: SV-ITS Network

APPENDIX A – SV-ITS WAN DIAGRAM & PROJECT DESCRIPTION

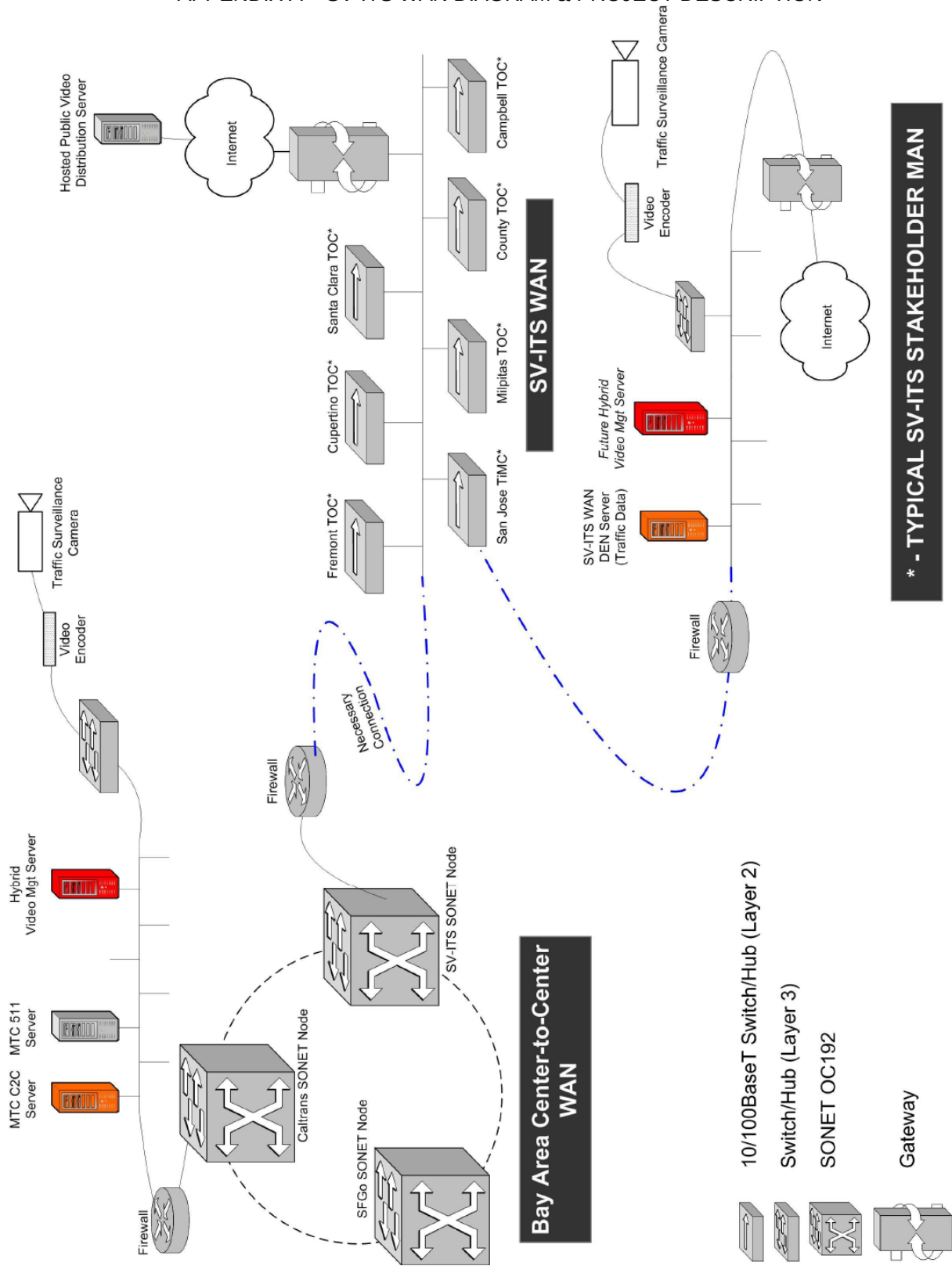


Figure A-2: SV-ITS WAN Diagram

APPENDIX B – DOT-MAN PROJECT DESCRIPTION

1. The DOT-MAN is currently being built by the City's project which provides significant improvements in the following categories:

Operational – The DOT MAN allows the City's 20-year-old traffic signal controllers to be upgraded to new 2070 Advanced Traffic Controllers (ATC) which will provide greater functionality, including implementing predictive Transit Signal Priority. The DOT MAN also allows traffic flow monitoring and data collection to be more easily performed so that the City can be more responsive to traffic conditions. The upgraded communication system will be able to support the planned one hundred and forty-one (141) traffic surveillance locations

Safety – The project could eliminate approximately one-hundred and eighty (180) accidents annually, resulting in an annual savings of approximately Three Million Nine Hundred Thousand Dollars (\$3.9 million) in accident related costs. In addition, this project will enhance pedestrian safety at signalized intersections. The new 2070 ATC that have the capability to implement different pedestrian timing plans by time of day.

Capacity – Five hundred forty-nine (549) traffic signals will be synchronized along ninety-seven (97) miles of arterial roadway network. Synchronization reduces vehicle delays and improves travel time along sixty (60) commute corridors; thereby increasing vehicle throughput; and reducing vehicle stops, pollution, and fuel consumption. The DOT-MAN allows more intersections to communicate with the City's central Traffic Management System to support the synchronization of the planned traffic signals, and ensures system clocks of the interconnected traffic signal controllers are synchronized with the City's central Traffic Management System.

2. The City currently uses copper signal interconnect cable trunk lines to interconnect traffic signal communication throughout the City. The City is currently constructing a star fiber communications backbone, as shown in Figure B-1. The fiber backbone will provide more bandwidth to stream traffic surveillance video and send traffic signal data from signalized intersections to the City's Transportation Incident Management Center (TiMC). Traffic surveillance video and signal data from nearby signalized intersections will aggregate to the fiber hub and continue, using the fiber communications backbone, to the TiMC as shown in Figure B-2. Approximately two hundred fifty (250) wireless access points are planned to communicate to remote signalized intersections, and wireless backhaul links from the fiber hubs to City Hall are planned for redundancy.
3. Figure B-2 shows an example of one of the six (6) hubs and the locations of "remote" intersections that require a connection to the DOT-MAN. The City operates several signalized intersections in locations that are considered not practical to connect using physical media. These remote locations are to connect to the City's proposed upgraded 3GPP mobile broadband wireless system. Several of the "remote" intersections connected via a wireless will require adequate bandwidth for traffic surveillance feeds streaming to the TiMC. The table below shows the number of Access Points for each hub location:

TABLE B-1 – Estimated Wireless Access Points

Hub Area	Estimated Wireless Access Points
Downtown	50
West	45
Southeast	18
East	21
North	34
Southwest	42
South	43
Total	253

APPENDICES AND ATTACHMENTS

4. Figure B-3 shows the area of Downtown to connect remote transportation infrastructure via wireless communications to the DOT-MAN. The City is implementing innovated strategies to deliver improved quality services while maximizing City resources. Real-time communications is critical to achieving the greatest amount of effectiveness from these strategies. This wireless system is envisioned to support smart parking meters that provide multiple payment options, portable dynamic message signs to manage event traffic more efficiently, and green technologies that supports the City's Green Mobility initiative.

APPENDIX B – DOT-MAN PROJECT DESCRIPTION

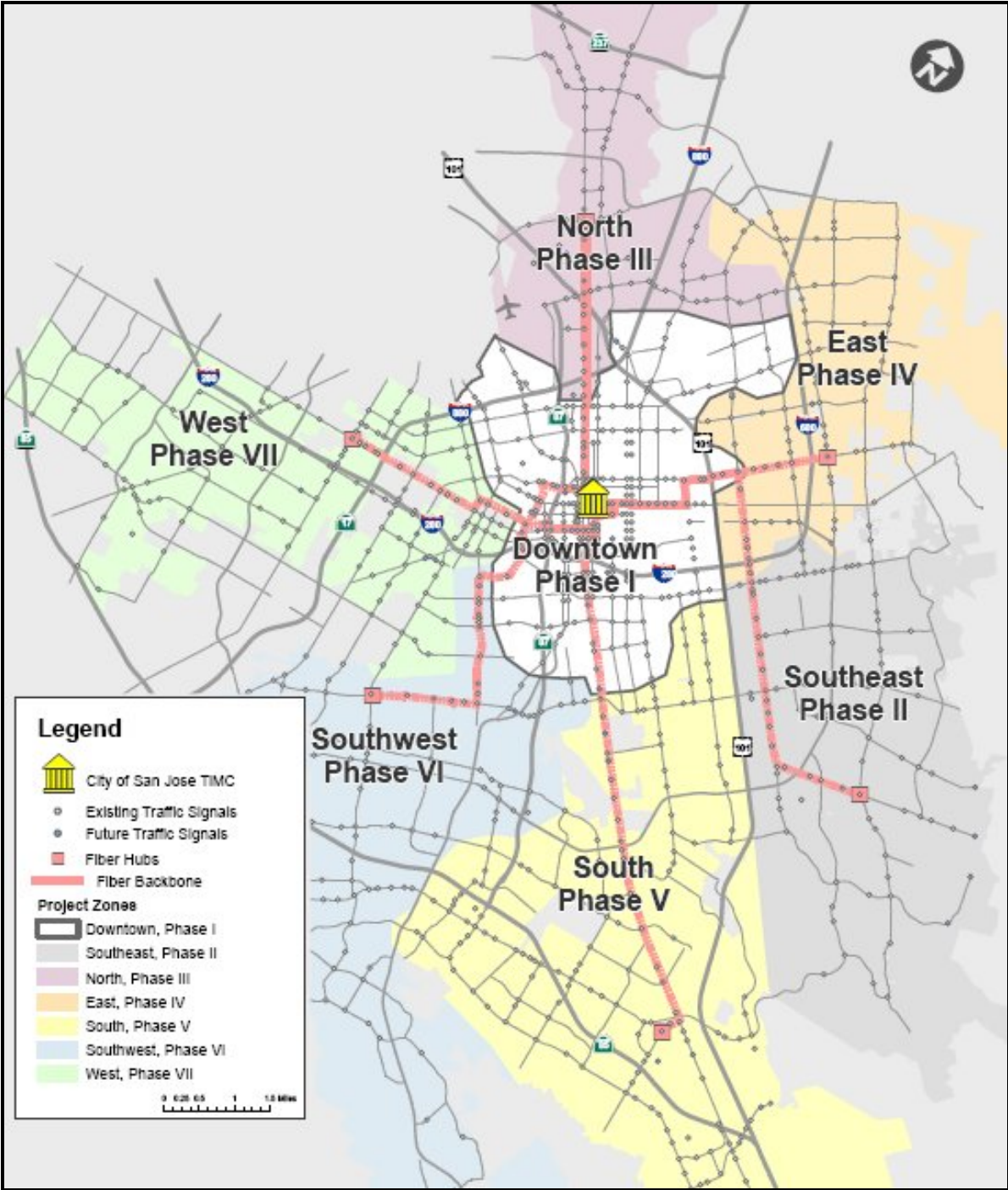


Figure B-1: DOT-MAN Fiber Hub Overview

APPENDIX B – DOT-MAN PROJECT DESCRIPTION

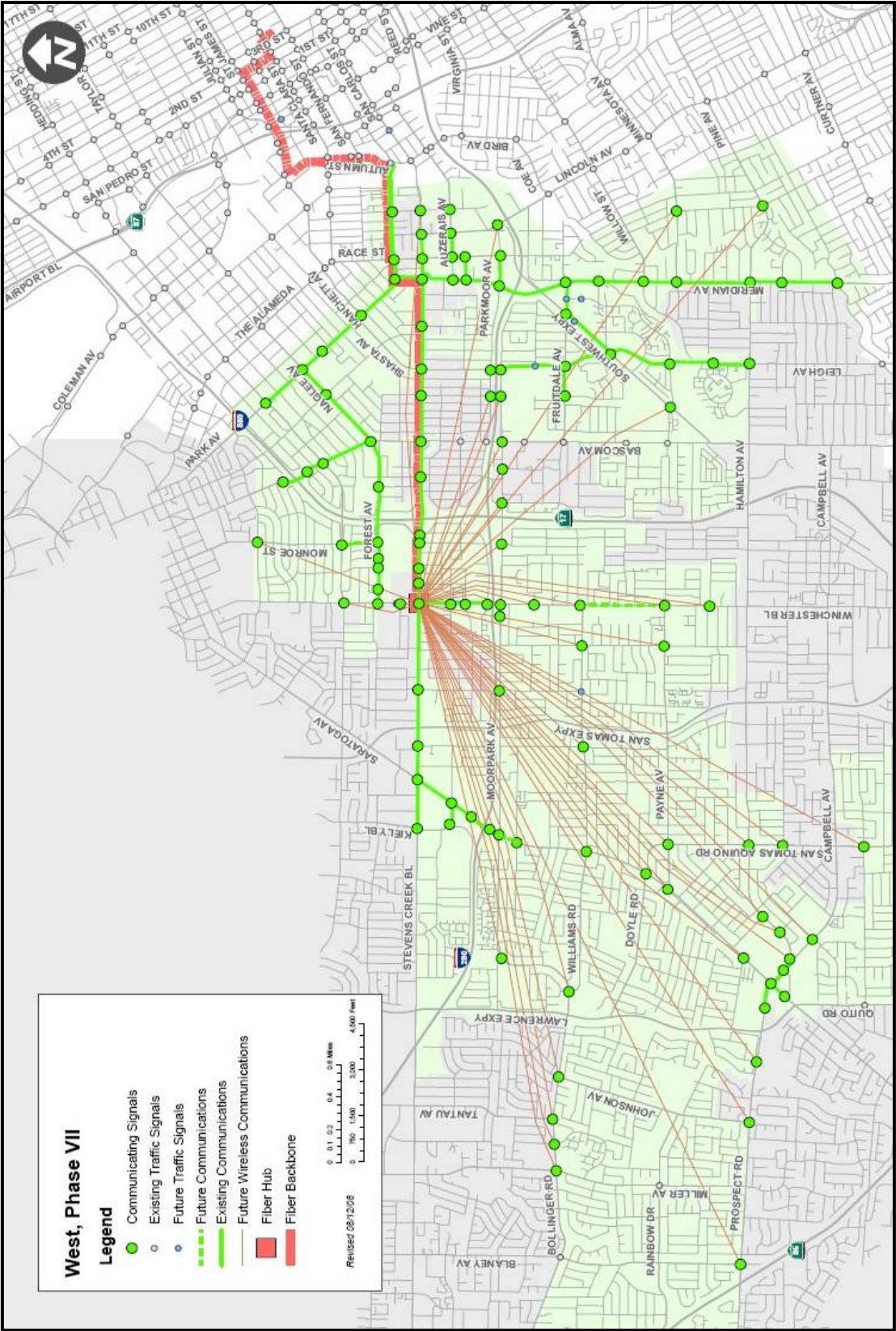


Figure B-2: DOT-MAN Future Wireless Connections at 1 of the 6 Areas.

APPENDIX B – DOT-MAN PROJECT DESCRIPTION

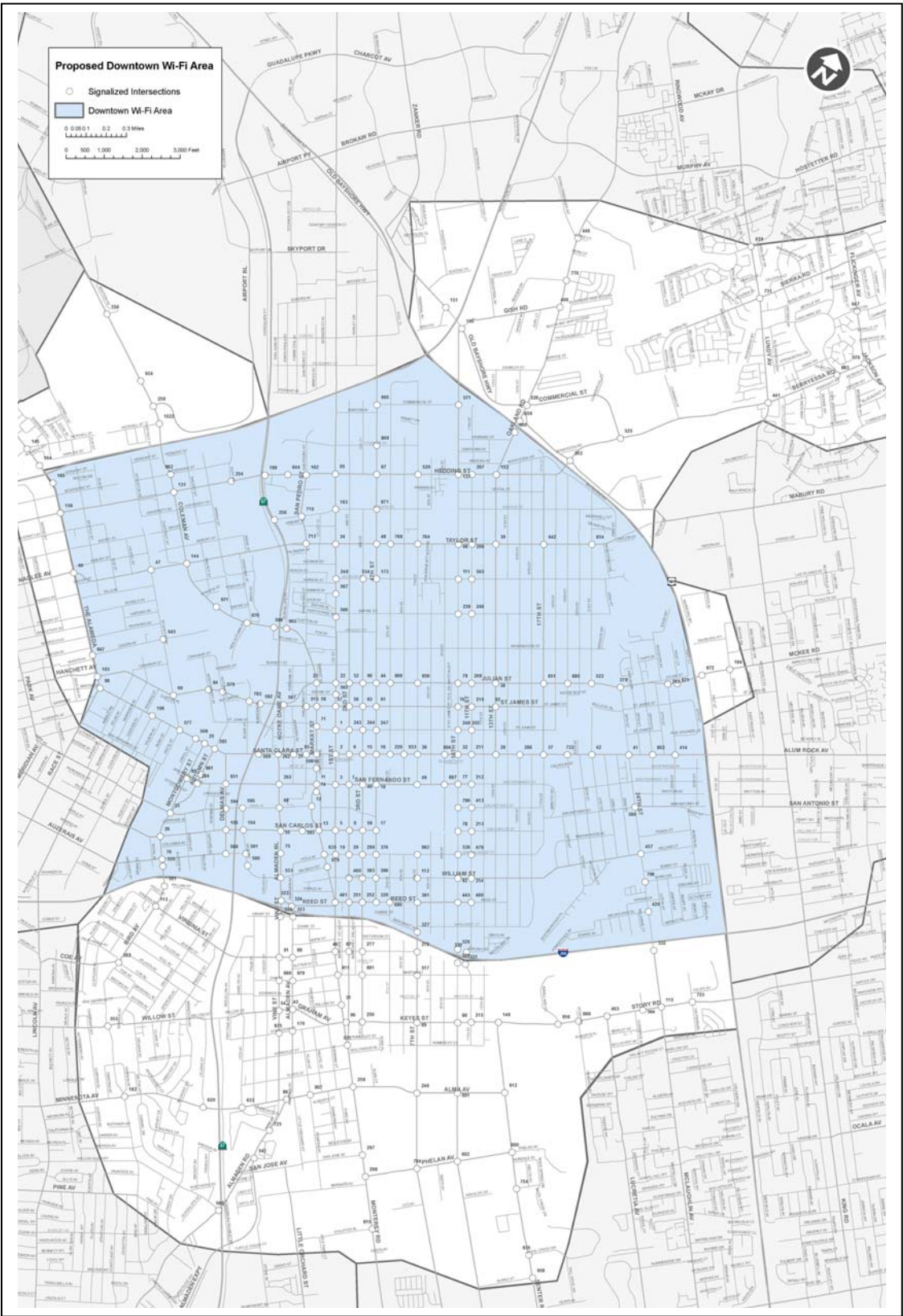


Figure B-3: DOT-MAN Future Downtown Wireless Area.

APPENDICES AND ATTACHMENTS

ATTACHMENT A – COST PROPOSAL

PROPOSAL FOR SV-ITS WAN DESIGN & IMPLEMENTATION AND DOT-MAN CONSULTATION

Project Phase/Deliverable	Qty.	Unit of Measure	Unit Cost	Total Cost
TASK 1: Project Management	1	lump sum	\$	\$
TASK 2: Conduct Kick-Off & Preliminary Meetings	1	lump sum	\$	\$
TASK 3: Gather Required DOT-MAN Information	1	lump sum	\$	\$
TASK 4: Develop Conceptual Wireless DOT-MAN Design	1	lump sum	\$	\$
TASK 5: Gather Required SV-ITS WAN	1	lump sum	\$	\$
TASK 6: Develop Conceptual Design	1	lump sum	\$	\$
TASK 7: Recommend DOT-MAN Network Management System	1	lump sum	\$	\$
TASK 8: Conduct DOT-MAN Consultation Meeting	1	lump sum	\$	\$
TASK 9: Develop Detailed Designs	1	lump sum	\$	\$
TASK 10: Stage Network Devices & Equipment	1	lump sum	\$	\$
TASK 11: Install & Configure Network Devices & Equipment	1	lump sum	\$	\$
TASK 12: Perform & Support Enterprise Network Testing	1	lump sum	\$	\$
TASK 13: Conduct Training Sessions				
TASK 14: Supplemental Services				
Program Manager		per hour	\$	
Programmer		per hour	\$	
Technician		per hour	\$	
TOTAL PROPOSAL COST				\$

ATTACHMENT B – CONFLICT OF INTEREST

To be completed by consultants making proposals.

NAME

DATE

PROPOSED ASSIGNMENT:

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

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

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

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

Signature

Print Name

Date

ATTACHMENT C – PROPOSAL CERTIFICATION

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

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

PROPOSER REPRESENTATIONS

Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.

Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.

Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the CITY.

Proposer did not receive unauthorized information from any CITY staff member or CITY Consultant during the Proposal period except as provided for in the Request for Proposal package, formal addenda issued by the CITY, or the pre-proposal conference.

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

Please check the appropriate box below:

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

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

APPENDICES AND ATTACHMENTS

names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a limited liability corporation, it shall be signed in the corporate name by an authorized officer or officers.

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

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

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

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

ATTACHMENT D – PROPOSER QUESTIONNAIRE

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

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

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

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

A.	NAME	ADDRESS	SHARE

B. Date of Organization:

C. General or Limited Partnership	
	(if applicable)

D. Agreement Record

County _____ State _____ Date _____

E.	Registered in California?	If so, when?

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If a corporation, answer the following:

- A.

When incorporated?
- B.

In what state?
- C.

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

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

YES☐

NO☐

If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

Have you ever declared bankruptcy or been declared bankrupt?

YES☐

NO☐

If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

Has your company every had any agreements cancelled?

YES☐

NO☐

If yes, give details.

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

YES☐

NO☐

If yes, give details.

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

YES☐

NO☐

If yes, give details. Attach copy of such agreement(s).

APPENDICES AND ATTACHMENTS

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

YES ☐ NO ☐ If yes, give details.

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

_____ Signature	_____ Signature
--------------------	--------------------

_____ (Please Print or Type name	_____ (Please Print or Type name)
-------------------------------------	--------------------------------------

_____ Title	_____ Title
----------------	----------------

ATTACHMENT E – PREVIOUS CUSTOMER WORKSHEET

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

Please copy this form as appropriate.

Proposer Company Name:



☐ SV-ITS WAN

□

☐ DOT-MAN

5

☐ Both

(One reference can suffice if both areas are addressed)

Name of Customer:

Customer Contact and Title:

Customer Address:

Customer Phone No.:

Date of installation and operation:

Date of acceptance:

Provide applicable reference information:

SV-ITS WAN - brief description of the work that you performed for this customer including coordination among multiple stakeholders with individual networks, multi-casting video feeds, equipment staging and installation, and experience with connecting to a SONET network.

DOT-MAN - reference that can substantiate your knowledge of metropolitan area networks and experience with installing and configuring network equipment, multicasting video, security protocols, and equipment testing.

(use additional sheet as needed)

ATTACHMENT F – EXEMPLAR AGREEMENT

Consultant AGREEMENT FOR Wide & Metropolitan Area Network Re-Design, Installation, and Configuration Consultant Services

**BETWEEN
THE CITY OF SAN JOSE
AND**

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

RECITALS

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

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

SECTION 1 SCOPE OF SERVICES

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

SECTION 2 TERM OF AGREEMENT

The term of this AGREEMENT shall be from the Effective Date and shall extend through June 30, 2012, 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 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 or CONSULTANT's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 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 Human Resources or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 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) calendar days' written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's Director of the Department of Transportation (hereinafter, "DIRECTOR") is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 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 ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

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

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

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

SECTION 18 CONSULTANT'S BOOKS AND RECORDS

A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the CITY's 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 19 CONFLICT OF INTEREST

CONSULTANT shall avoid all conflicts of interest or appearances of conflicts of interest in performance of this AGREEMENT. As of the date of the Effective Date of this AGREEMENT, CONSULTANT's employees assigned to perform services as specified in EXHIBIT B of this AGREEMENT ("CONSULTANT's Assigned Employees") shall not be required to file an Assuming Office Disclosure Statement of Economic Interests (Form 700) with CITY's Clerk. In the event that the CITY subsequently determines to require CONSULTANT's Assigned Employees to complete and file a Form 700 with CITY's Clerk, CITY will notify CONSULTANT in writing of such requirement, including without limitation, instructions regarding the categories of economic interests subject to disclosure on the Form 700 ("Form 700 notice"). CONSULTANT shall cause CONSULTANT's Assigned Employees to complete and file the Form 700 with CITY's Clerk and to submit a copy to Allen Baquilar, in accordance with the instructions specified in the Form 700, no later than thirty (30) days of the date of the Form 700 Notice.

SECTION 20 GIFTS

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

SECTION 21 DISQUALIFICATION OF FORMER EMPLOYEES

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

SECTION 22 SPECIAL PROVISIONS

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

SECTION 23 NOTICES

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

To CITY:	City of San José Department of Transportation 200 East Santa Clara Street, 8 th Floor San José, CA 95113 Attn: Allen Baquilar
To CONSULTANT:	Attn: _____

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

SECTION 24 PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS

The CONSULTANT certifies to the best of his or her knowledge and belief that:

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

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

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

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

SECTION 25 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

CONSULTANT shall within seven (7) calendar days after the completion of this AGREEMENT, complete and submit a "Final Report – Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" form that provides a summary of the DBE final utilization; including showing total dollars paid to each DBE subconsultant. Form to be provided by the CITY.

SECTION 26 COVENANT AGAINST CONTINGENCY FEES

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT; to solicit or secure this AGREEMENT; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this AGREEMENT. CONSULTANT will complete and submit a notarized copy of Exhibit G, "Certification of Consultant". For breach or violation of this warranty, the local agency shall have the right to annul this AGREEMENT without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 27 VENUE

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

SECTION 28 PRIOR AGREEMENTS AND AMENDMENTS

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

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

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

EXHIBIT A

RECITALS

WHEREAS, CITY desires to obtain consultant services for the re-design and implementation of the Silicon Valley – Intelligent Transportation System Wide Area Network and network validation and consultation for the San José Metropolitan Area Network; and

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

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

End of Exhibit

EXHIBIT B

SCOPE OF SERVICES

I. General Description of Services

CONSULTANT shall re-design and implement the Silicon Valley – Intelligent Transportation System Wide Area Network (SV-ITS WAN) and provide consultation services including network validation and recommendations for the design and implementation of the San José Metropolitan Area Network (DOT-MAN). CONSULTANT shall perform these services as set forth herein.

II. General Performance Requirements

The performance of all services by CONSULTANT shall be to the satisfaction of the CITY, in accordance with the express terms hereof, including but not limited to the terms set out in detail in this scope of services and the standard of care provisions contained in this AGREEMENT.

CITY shall manage the design of the PROJECT and this AGREEMENT. CONSULTANT shall receive final direction from CITY only. CITY shall resolve any conflicting direction from other groups, departments or agencies.

CONSULTANT shall coordinate this scope of all services noted in this AGREEMENT with CITY as well as with other CITY consultants and contractors, as needed or as directed by CITY.

CONSULTANT shall prepare and provide a meeting agenda to CITY at least twenty-four (24) hours in advance of all meetings.

CONSULTANT shall prepare meeting minutes for all PROJECT meetings during the design phase under the scope of work. Meeting minutes shall contain summary of decisions, action items and thumbnail sketches of schemes. All minutes of meetings are due to the CITY within five (5) working days after the meeting. CONSULTANT shall provide copies of such documentation to the CITY, and as directed by CITY, to other appropriate agencies and entities. CONSULTANT shall coordinate all responses to comments through CITY.

CONSULTANT shall prepare at the beginning of the PROJECT a meeting milestone schedule for CITY to approve before commencing work. The Schedule shall identify milestone dates, and decisions and directions required of CITY to be provided to CONSULTANT.

CONSULTANT shall designate and provide to CITY the names of its team members for the PROJECT and not substitute any team members without prior written approval of CITY.

CONSULTANT services shall be performed as expeditiously as is consistent with professional skill and care and the orderly process of the work. The schedule for the performance is included in Exhibit C, and may only be adjusted upon City's written approval.

CONSULTANT shall assist CITY, in connection with CITY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT.

CONSULTANT shall consider the value of alternative equipment, devices, and software together with other considerations based on program, budget, in developing or providing consultation for the design for the PROJECT.

CONSULTANT shall not proceed to the next task until CITY has provided written approval to proceed.

III. SCOPE OF SERVICES

<to be determined>

EXHIBIT C
SCHEDULE OF PERFORMANCE

Work shall commence immediately upon execution of this AGREEMENT. CONSULTANT shall schedule work such that tasks are completed in accordance with the schedule established by the Parties at the PROJECT Kick-Off Meeting described in the Scope of Services referenced by Exhibit B. The parties shall mutually agree upon, any change to the schedule in writing. Tentative base schedule is provided below:

<to be determined>

EXHIBIT D

COMPENSATION

A. Maximum Compensation

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payments for professional services and reimbursable expenses, as well as Supplemental Services, provided by the CONSULTANT shall not exceed _____. The maximum amount of compensation including both payment for professional services and reimbursable expenses, for basic services as specified in Tasks ___ thru ___ of EXHIBIT B, entitled "Scope of Services," shall not exceed _____. The maximum amount of compensation for all Supplemental Services shall not exceed _____.

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

B. Budget

The maximum compensation, including professional services, reimbursable expenses, and Supplemental Services shall not exceed the indicated amount for the following work items:

Description	Maximum Amount
-------------	----------------

Task 1 _____	
--------------	--

Task 2 _____	
--------------	--

Task 3 _____	
--------------	--

Task 4 _____	
--------------	--

Task 5 _____	
--------------	--

Total _____	
-------------	--

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

C. Monthly Invoices

- CONSULTANT shall, during the term of this AGREEMENT, invoice the CITY on a monthly basis for all services performed under this AGREEMENT since the previous invoice and for all reimbursable expenses incurred since the previous invoice. CONSULTANT shall Invoice the CITY by the 20th of each month during the term of the AGREEMENT. CONSULTANT shall invoice the CITY based on hourly rates up to a maximum amount per task as outlined above. CONSULTANT shall prepare all monthly invoices in the format shown below, using Microsoft Excel software, unless otherwise directed by CITY. A hard copy of the monthly invoices shall be provided to the Director of Transportation or the Director's designee. CONSULTANT shall provide electronic copies of monthly invoices _____ upon _____ request.

The invoice shall set forth a detailed description of the services performed during the invoice period, the amount of hours expended in performing those services and the total amount to be paid. The invoice shall also provide a detailed description and supporting documentation for all reimbursable expenses, including, but not limited to, the services performed during the invoice period by

subconsultants, the amount of hours subconsultants expended in performing those services and the total amount to be paid to the subconsultants.

2. CONSULTANT shall attach to the monthly invoices provided to the Director of Transportation or the Director's designee, sufficient documentation to verify the amounts being charged by CONSULTANT, including, but not limited to, canceled checks, company task logs, paid bills, receipts, and invoices.
3. Provided the services and reimbursable expenses covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, CITY shall pay the CONSULTANT at the amount shown on the invoice within thirty (30) days of Director's approval of the invoice.
4. Failure to provide invoices as prescribed under the Task Deliverables could jeopardize timely payments to the CONSULTANT.

FIGURE D-1, Monthly Invoice Format Part 1

FIGURE D-2, Monthly Invoice Forman Part 1

D. Rate of Compensation For Professional Services

CITY agrees to compensate CONSULTANT at the following maximum hourly rates for professional services and supplemental services performed in accordance with the terms and conditions of this AGREEMENT:

Hourly Billing Rate (\$/hour)

<to be determined>

E. Reimbursable Expenses

1. CONSULTANTS Direct Costs

The CITY shall reimburse CONSULTANT for the cost of printing, plotting, reproduction, and delivery expenses, incurred in performing the work required under this AGREEMENT at actual cost plus ten percent (10%).

Actual cost of travel associated with PROJECT performance by CONSULTANT, shall not exceed a maximum amount of _____ for the total term of the AGREEMENT, unless authorized in writing by the CITY's Director of Transportation or the Director's designee. Travel expenses will be reimbursed based on actual receipts and shall not exceed the City Administrative Manual policy for "Employee Travel: Local, In-State, Out of State, Emergency." Travel expenses include:

- Airfare
- Ground Transportation
- Food
- Lodging
- Parking
- Mileage (0.55 cents per mile)

Other direct reimbursable charges include:

- Photocopies of deliverables
 - o 8.5x11 B / W <to be determined> cents / copy
 - o 8.5x11 Color <to be determined> / copy

APPENDICES AND ATTACHMENTS

- o 11x14 Color <to be determined> / copy
Printing / binding
Electronic media used to transmit PROJECT deliverables
Long Distance telephone / conference calls, Faxing

Any expenses incurred by the CONSULTANT not listed herein shall not be reimbursable unless the Director of Transportation or his designee has preapproved, in writing, the incurrence of such expenses.

2. Subconsultants

The CITY shall reimburse CONSULTANT for the cost of all subconsultant services incurred in performing the work required under this AGREEMENT at actual cost. For billing purposes, the actual maximum hourly cost of services provided by each subconsultant shall be as indicated below.

Hourly Billing Rates (\$/hour)

<to be determined>

EXHIBIT E

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of One Million Dollars (\$1,000,000) per accident; coverage shall be endorsed to state carrier waives its rights of subrogation against the CITY, its officers, employees, agents, and contractors; and
4. Professional Liability Errors & Omissions One Million Dollars (\$1,000,000) per occurrence/aggregate limit.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverage

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

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

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

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

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

2. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

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

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

G. Subcontractors

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

WORKERS' COMPENSATION WAIVER

IF CONSULTANT/CONTRACTOR DOES NOT HAVE ANY EMPLOYEES AND DOES NOT WISH TO COVER THEMSELVES FOR WORKERS' COMPENSATION, THE CONSULTANT/CONTRACTOR SHALL SIGN THE FOLLOWING STATEMENT, AS WELL AS THE CONTRACT ITSELF, TO EFFECT A FULLY INITIATED CONTRACT:

I, AS DESIGNATED CONSULTANT/CONTRACTOR, DO NOT HAVE, NOR INTEND TO HAVE, FOR THE FULL TERM OF THIS CONTRACT, ANY EMPLOYEES. FURTHERMORE, I DO NOT WISH TO OBTAIN OR BE COVERED UNDER ANY WORKERS' COMPENSATION INSURANCE COVERAGE; AND, THEREFORE, AM SIGNING THIS WAIVER IN LIEU OF PROVIDING WORKERS' COMPENSATION, AS OUTLINED IN THE INSURANCE REQUIREMENTS OF THE CONTRACT.

Signature: _____

Date: _____

BUSINESS NAME: _____

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____, and duly authorized

representative of the firm of _____, whose address is

_____, and that, except as

hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of

Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid

Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Signature) (Date)

EXHIBIT F

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
---	---	---

4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District , if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District , if known
--	--

6. Federal Department/Agency: 8. Federal Action Number , if known:	7. Federal Program Name/Description: CFDA Number , if applicable _____ 9. Award Amount , if known:
---	---

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)
--	--

11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____
--	---

12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____	
---	--

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: _____ (attach Continuation Sheet(s) if necessary)	
--	--

15. Continuation Sheet(s) attached: Yes ☐ No ☐	
---	--

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
--	---

Authorized for Local Reproduction

 Standard Form - LLL

EXHIBIT G
CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____, and duly authorized
representative of the firm of _____, whose address is
_____, and that, except as
hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or
other consideration, any firm or person (other than a bona fide employee working solely
for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any
firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely
for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection
with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of
Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid
Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

EXHIBIT H
SPECIAL PROVISIONS

[to be determined]

ATTACHMENT G – DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Proposers are encouraged to obtain DBE participation for this Agreement. The **successful proposer** must complete and submit the “Local Agency Proposer -DBE –Information (Consultant Contract)” form included below. The purpose of the form is to collect all DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the form must be completed and submitted. The form must be signed and dated by the **successful proposer** and submitted to the City three (3) calendar days after the date the consultant services agreement is executed.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The (prime consultant) shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

4. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

Instructions to query CUCP database:

- i. Click on the link in the left menu titled Find a Certified Firm
- ii. Click on Query Form link, located in the first sentence
- iii. Click on Certified DBE's (UCP) located on the first line in the center of the page
- iv. Click on Click To Access DBE Query Form
- v. Select one or more search criteria shown on the screen
- vi. Select "Start Search" or "Requery" located at the bottom of the query form

5. THE DBE INFORMATION FORM

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.).

LOCAL AGENCY PROPOSER DBE INFORMATION (CONSULTANT CONTRACT)

AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the Proposer is a DBE)	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	PERCENTAGE OF DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name _____ Signature _____ Date _____

Local Agency Representative

(Area Code) Telephone Number: _____

For Caltrans Review:

Print Name _____ Signature _____ Date _____

Caltrans District Local Assistance Engineer

Total Claimed
Participation

\$ _____

%

Signature of Proposer _____

Date _____ (Area Code) Tel. No. _____

Person to Contact _____ (Please Type or Print)

Local Agency Bidder - DBE Commitment(Rev 3/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.

(2) Original – Local agency files