



**REQUEST FOR PROPOSAL
RFP 09-10-01**

**NORTH SAN JOSE
STREET LIGHT CONVERSION TO L.E.D.**

Date: July 23, 2009

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1 INTRODUCTION

1.1 The City of San Jose (City) is soliciting a Proposal from qualified vendors, suppliers or individuals (“Proposers”) for an integrated solution consisting of LED Streetlight Luminaires and a wireless communication monitoring and control system in support of the Department of Transportation for the North San Jose Streetlight Conversion to L.E.D. project identified in this Request for Proposal (RFP). Proposal solution options are as follows

1.1.1 LED Streetlight Luminaries as the primary solution with a wireless communication system including various alternates;

1.1.2 Wireless Communication System as the primary solution with LED Streetlight Luminaries including various alternates.

1.2 The Proposer may submit a Proposal for one or both solution options.

1.3 The City intends to announce the recommendation for award in September 2009 and the successful Proposer must provide solution components pursuant installation schedule with first delivery within four weeks of issuance of purchase order .

1.4 The City will be responsible for installation of system.

2 PROJECT GOALS AND OBJECTIVES

2.1 The intent of this Project is to evaluate LED streetlight technology in regards to lighting effect, light pollution, and energy consumption. In addition, it is the intent of this project to evaluate the optimization of energy consumption of the luminaires through wireless automated monitoring and control. Pursuant to the City’s Streetlight Policy, updated in December 2008, the Project is to replace low pressure sodium-vapor lights (180-watts and 135-watts) with LED streetlights that are (1) more energy-efficient, (2) longer-lasting, (3) produce no or minimal hazardous waste upon disposal, and (4) programmable to optimize energy consumption and protect the night sky. The LED streetlights will replace existing streetlights as shown in Exhibit #1, “Project Area Map.”

2.2 The Project will also evaluate a wireless communication system that can be scalable to monitor and control approximately 62,000 LED streetlights. The City is seeking a system that communicates completely wireless from the luminaire to the monitoring and control devices and management system.

2.3 Upon conclusion of this RFP process, the City will select one Proposers to enter into an Agreement to provide all of the products as identified in Attachment A, titled “Specifications”, of this RFP.

3 MINIMUM QUALIFICATIONS

3.1 Proposer(s) submitting a Proposal for LED Streetlight Luminaires as the primary solution must have at least five (5) years professional experience either manufacturing street lights or as a manufacturer's representative or distributor of street lights for sale to commercial customers and/or public agencies. Responding Proposer(s) must answer the question in Attachment C, "Proposal Certification Form" to meet this requirement.

3.2 Proposer(s) submitting a Proposal for a wireless communication monitoring and control system as the primary solution must have at least one (1) year professional experience either manufacturing such system or manufacturer's representative or distributor to commercial customers and public agencies. Responding Proposer(s) must answer the question in Attachment C, "Proposal Certification Form" to meet this requirement.

3.3 Provide three (3) previous customer references, two of which must be public agencies where your company has provided LED streetlights and/or a wireless communication monitoring and control system. Proposer(s) must complete Attachment D entitled "Previous Customer Reference Form" and submit with their proposal. One copy of this form is provided. Proposer(s) are to copy this form to provide information on each previous customer reference.

4 COMPLETE RFP

This document describes the goals and objectives of this procurement, the RFP process, and RFP provisions. In addition, the following attachments, exhibits and/or appendices are included:

4.1 ATTACHMENTS:

Attachment Number	Title
A	Specifications
B	Cost Proposal Form
C	Proposal Certification Form
D	Proposer Questionnaire
E	Previous Customer Reference Form
F	Local/Small Business Enterprise Preference Request
G	Service Order Terms and Conditions

H	Insurance Requirements
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4.2 EXHIBIT:

Number	Title
1	Project Area Map
2	Tasman & Orchard Area Maps

5 PROCUREMENT TIMELINE

DATE	EVENT
July 23, 2009	RFP Released
August 6, 2009	Mandatory Pre-Bid Meeting (Reference Section 8.1)
August 13, 2009	Deadline for Submission of Questions
August 21, 2009	City's Response to Written Questions
August 28, 2009	Samples of Luminaires Due
August 28, 2009; 3:00pm	RFP Proposals Due

6 CONTACT INFORMATION

City of San Jose
 Finance/Purchasing, 13th Floor
 200 E. Santa Clara St.
 San Jose, CA 95113
 Attn: Greg Seaton, C.P.M.

Phone: (408)535-7048
 Fax: (408)292-6480
 E-mail: greg.seaton@sanjoseca.gov

7 HOW TO OBTAIN THIS RFP

7.1 This RFP may be downloaded from the BidSync e-Procurement system located at www.bidsync.com. Suppliers can also find a link at the City of San Jose Bid-Line Web site at www.sanjoseca.gov/purchasing/default.asp. At either Web site, follow the links to register for the on line service. You may register for free either on-line or by calling BidSync Vendor Support at 1-801-765-9245 and telling the support representative that you are registering for City of San José procurements.

7.2 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.

8 PRE PROPOSAL CONFERENCE

8.1 DATE AND TIME

A **Mandatory** Pre-Proposal Conference will be held on August 6, 2009 at 10:00am Pacific Time at the location designated in Section 8.2. This meeting requirement may only be met by attending in-person. The purpose of this meeting is for City Staff to present an overview of the RFP, and answer any questions. City Staff reserves the right not to answer any questions that are non-applicable or inappropriate. At its discretion, Staff may defer certain questions and respond to all proposals in writing after the meeting.

8.2 INSTRUCTIONS FOR ATTENDING IN-PERSON :

Location: City of San Jose
200 East Santa Clara Street,
13th Floor, Room T1352
San José, CA 95113

9 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

Questions pertaining to this RFP shall be submitted in writing. It is preferred that proposers use the Question and Answer facilities provided on the BidSync.com Web site. E-mail to the Purchasing Contact identified in Section 6 is acceptable. Please submit all questions by the deadline indicated in the procurement timeline, Section 5. The City will provide a written response to all pertinent questions in the form of an Addendum.

10 OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the purchasing contact identified in Section 6 prior to the submission deadline for Questions and Answers. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

11 SUBMISSION OF PROPOSALS

11.1 Submit one (1) original and five (5) copies of the technical proposal clearly marked as such. The outside of the box or package and the cover or title page of each proposal shall be marked as follows: RFP 09-10-01, North San Jose LED Street Light Conversion Proposal. In addition, include an electronic copy of your proposal on a CD or DVD, in pdf format.

11.2 Submit one (1) copy of your completed Cost Proposal Form (Attachment B, Option #1, and/or Option #2) in a separate sealed envelope clearly marked on the outside: RFP 09-10-01, North San Jose Street Light Conversion Cost Proposal. Include an electronic copy on the CD or DVD required in Section 11.1.

11.3 Refer to the procurement timeline in Section 5 for due dates and delivery locations.

11.4 All Proposals shall be submitted as hard copy bound documents or presented in a three ring binder of proper size, with each section identified with tabs. The Original hard copy version of the proposal will be considered the official proposal submission.

11.5 Hard copy RFP documents are to be printed on paper that contains a minimum of 30% PCW, Chlorine Free. 100% PCW, Chlorine Free is preferred.

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

11.7 The font size on each page shall be 11 point Times New Roman or Arial font.

11.8 The pages shall be double sided with a maximum of one and one half line spacing.

12 LATE PROPOSALS

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

13 RESPONSE DOCUMENTS / SUBMISSION REQUIREMENTS

13.1 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, or if found to be non-responsive, be disqualified. 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.

13.2 COVER LETTER

Include a transmittal letter identifying the Contractor'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.

13.3 EXECUTIVE SUMMARY

Include a summary containing highlights of the proposal approach, describing how the project team would be organized, and how the Contractor will ensure responsiveness to City staff and project requirements.

13.4 TECHNICAL RESPONSE

13.4.1 Product Specifications. Specifically address the following:

13.4.1.1 Luminaire. Attachment A, Section A, sub-sections 1a -1o and sub-section 2a.

13.4.1.2 Monitoring & Control Management System to Include Software, Attachment A, Section B, sub-sections 1a -1n , and 2a -2i.

13.4.1.3 Wireless Communications System, Attachment A, Section C, sub-sections 1a -1j and 2a – 2d.

13.4.2 High Level Project Plan with timeline

13.4.3 Key Personnel Assignments/Responsibilities

13.4.4 One Page Resume for each Key Personnel. Do not include home addresses, telephone numbers, e-mail addresses, etc.

13.4.5 Environmental Stewardship. Specifically address how the proposer will support the goals and objectives of the City's Environmentally Preferable Procurement Policy (EP3) (Section 28). Areas that may be addressed include, but are not limited to:

13.4.5.1 Vehicles and vehicle operations – Alternative Fuel, Hybrid, etc.

13.4.5.2 Use of recycled and/or recyclable products in daily operations.

13.4.5.3 Use of energy efficient (Energy Star compliant) equipment.

13.4.5.4 A copy of Company Policy documents that demonstrate support for the City's EP3 program.

13.4.5.5 Compliance with European initiatives (ROHS and WEE)

13.4.5.5 A copy of ISO 14000 Certification, if applicable.

13.4.5.6 A copy of local agency (City, County, State) "Green Business" Certification, if applicable.

13.5 COST PROPOSAL

13.5.1 Submit in accordance with Section 10.2.

13.6 ATTACHMENTS

13.6.1 Required Attachment Submittals – The following documents **must** be completed and submitted with your technical proposal:

13.6.1.1 Attachment C, Proposer Certification

13.6.1.2 Attachment D, Proposer Questionnaire (If Applicable)

13.6.1.3 Attachment E, Previous Customer Reference Worksheet

Three references are required. Include a list of at least three clients that would substantiate the Contractor's experience. Contacts should be individuals who can verify performance on projects of a similar scope and budget as this project.

13.6.2 Additional Submittals

The following documents are required, but will not result in immediate disqualification of your proposal if they are incomplete, or inadvertently omitted from your proposal. However, failure to submit these forms with your proposal, or incomplete submittals, may result in a lower overall score.

13.6.2.1 Attachment F, Local and Small Business Preference,

This form must be provided when the proposer is requesting consideration. If this form is not included with your proposal, consideration for local and small business preference shall not be granted. This form may not be submitted at a later date.

13.6.3 Post Award Submittal Requirements

Awardee is required to submit the following documents within 10 (ten) days from the final day of the protest period date after the Recommendation of Award. Failure to provide the documents within this time frame may result in withdrawal of the Award, and award to the next highest ranked proposer.

13.6.3.1 Attachment I, Insurance Requirements – Certificate of Insurance naming the City as an additionally insured.

14 REVIEW PROCESS AND EVALUATION CRITERIA

14.1 PROPOSAL RESPONSIVENESS.

14.1.1 Required Documentation: Proposals will be reviewed to determine if all required documentation was included with the proposal submittal as described in Section 13.

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

14.2 PROPOSAL REVIEW AND EVALUATION.

14.2.1 Technical proposals will be evaluated against the general criteria and weighted scores will be applied as described in Section 14.6.

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

14.3 COST PROPOSAL REVIEW AND EVALUATION.

Pricing will be evaluated and weighted in accordance with the table in Section 14.6. Pricing shall be firm fixed for the first year. During this period the price may not change. Proposers are to provide their cost for either Option #1, Option #2, or Option #3. The City will evaluate pricing for each option.

14.4 PRESENTATIONS / ORAL INTERVIEWS.

Finalists (proposals determined to have scored in the competitive range) at the City’s discretion may be invited to present oral presentations for the purpose of introducing key members of the project 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.

14.5 BEST AND FINAL OFFER (BAFO).

14.5.1 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.

14.5.2 The City will request only one BAFO, unless the Chief Purchasing Officer determines in writing in the procurement file that another BAFO is warranted.

14.5.3 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.

14.6 PROPOSAL EVALUATION WEIGHTING CRITERIA

Criteria	Weight
Technical Capabilities	50%
Experience	10%
Cost	25%
Environmental Stewardship	5%
Local Business Preference	5%
Small Business Preference	5%
TOTAL EVALUATION SCORE	100%

15 BASIS OF AWARD

15.1 Award will be based on the overall highest ranked proposer score in accordance with Section 14.6. The City in its sole discretion will recommend award for either option #1 or option #2.

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

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

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

16 PROTESTS

If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the Chief Purchasing Officer no later than ten calendar days after announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with Section 10. Failure to submit a timely written Protest to the Chief Purchasing Officer will bar consideration of the Protest.

16.1 The address for submitting protests is:

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

17 GENERAL INFORMATION

17.1 The City reserves the right to accept or reject any item or group(s) of items of a response. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal.

17.2 The City is not required to accept the lowest price proposal. Responses will be evaluated to determine the most advantageous proposal on a variety of factors including but not limited to price, implementation costs, design quality, features, and performance.

17.3 Final award shall be contingent upon reaching an agreement on software licensing terms, if applicable.

17.4 Do not include sales tax in your price quotation. The City will work with the selected supplier to add sales tax as appropriate, and will incorporate it into the Purchase Order.

17.5 Statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.

17.6 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.

17.7 The City may require financial statements for the last two fiscal years as certified by an independent Certified Public Accountant. Do not submit these documents unless they are requested.

18 GROUNDS FOR DISQUALIFICATION

18.1 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.

18.2 Any proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

18.2.1 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.

18.2.2 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.

18.2.3 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

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

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

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

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

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

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

19 ADDENDA AND INTERPRETATION

19.1 The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification may be sent via e-mail or fax to the attention of the contact named in Section 6.

19.2 Proposer requests for clarification shall be deliverable as stated in Section 5. Any City response to a request for clarification will be made in the form of an addendum to this RFP. All addenda shall become part of this RFP.

19.3 Receipt of all addenda should be acknowledged using Attachment C, Proposal Certification, Paragraph 5.

20 PROPOSAL SUBMISSION

20.1 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.

20.2 After acceptance of the successful proposal by the City, the successful Proposer(s) shall be obligated to enter into an agreement consistent with the proposal submitted.

20.3 Should the successful Proposer fail to execute the agreement, the City shall have the right to seek legal remedies against the Proposer, including forfeiture of the Proposal Bond, if any, and an action for damages and shall have the right to award to the next responsive Proposer.

21 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.

22 CODE ADHERENCE, PERMITS AND FEES

Contractor shall agree to abide by all laws, rules and regulation of the United States, State of California, Santa Clara County, and the City of San Jose, securing all necessary licenses and permits in the connection with resulting contract at no additional cost to the

City. Successful contractor must have or obtain a current City of San Jose business license.

23 TERMS AND CONDITIONS OF AGREEMENT

23.1 Upon conclusion of the RFP process, City Staff will make a recommendation to the City Council regarding the selection based upon the evaluation of the proposals. The City will enter into negotiations with one or more Proposer(s). Proposer(s) shall enter into a contract with the City in substantial conformity with the selected proposal and the form of the City's Standard Terms and Conditions. Attachment G, outlines the City's standard terms and conditions as part of the agreement between the City and the successful Proposer. The City reserves the right to negotiate project deliverables and associated costs.

23.2 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.

23.3 An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City.

24 INSURANCE REQUIREMENTS

24.1 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 H.

24.2 All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsements.

24.3 Certificate of Insurance, as required, shall be provided to City within 10 days of the notice of award. Failure to provide the required Certificate of Insurance may result in withdrawal of the Award, and award to the next highest ranked proposer.

25 LOCAL AND SMALL BUSINESS PREFERENCE

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise or Small Business Enterprise and whether price has been chosen as the determinative factor in the selection of the vendor. In order for the proposer to be eligible for local and/or small business preference, the proposer must complete Attachment F, Request for Contracting Preference for Local and Small Businesses. If the proposer fails to complete this form and submit it with the proposal, the proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

26 PUBLIC NATURE OF PROPOSAL MATERIAL

26.1 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.

26.2 Therefore, any proposal which contains language purporting to render all or significant portions of their proposal “Confidential”, “Trade Secret” or “Proprietary”, or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures in Section 26.5.

26.3 Do not mark your entire proposal as “confidential”.

26.4 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.

26.5 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.

27 NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

28 CITY BUSINESS TAX

The Proposer(s) shall be required to comply with the San Jose Municipal Code Chapter 4.76 with respect to payment of the City Business Tax prior to any commencement of

work. Contact Finance/Revenue Management at (408) 535-7055 to determine the applicable tax costs.

29 ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

29.1 The City has adopted an “Environmentally Preferable Procurement” (EPP) policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. These products include, but are not limited to, those that contain 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 improperly disposed of they can release hazardous substances that pollute the environment.

29.2 In support of this policy, the selected supplier will be required to work with the City to apply this policy where it is feasible to do so. In addition, proposers should address any environmental considerations with their proposal response as identified in Section 13.4.5 of this document.

29.3 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

ATTACHMENT A SPECIFICATIONS

I. GENERAL

- A. Proposals may be submitted for one or more of the following “Options”. Each option will be evaluated on an individual basis by City staff. The City in its sole discretion may select from either option.
1. **Option #1:** Submittal of an integrated solution where LED luminaire meeting the requirements outlined within this specification is the primary solution with a specified wireless communication system as the secondary component, including various alternates.
 2. **Option #2:** Submittal of an integrated solution where wireless communication monitoring and control system meeting the specifications outlined below is the primary solution with a specified LED luminaire as the secondary component and provides for various alternates.
 3. It is the responsibility of the selected Proposer to ensure compatibility of the secondary component of the integrated solution. Integration of the two systems shall be at no additional cost to the City. If the integration does not work within the timeframe outlined under Attachment B, Section V, titled “Delivery,” then the City, in its sole discretion, may withdraw the award recommendations of the LED luminaire and/or wireless communication monitoring and control system, and select the next highest ranked Proposer(s) for award.
 4. All proposers are required to submit samples of the luminaire proposed at no cost to the City per the due date and time of the RFP closing. The City at its sole discretion may conduct destructive testing on the product at no cost to the City. Sample products are to be delivered to the following address (Please make sure that all samples are properly identified with the RFP number and the name of the submitting company accompanying the shipment);

City of San Jose
Department of Transportation
1404 Mabury Rd.
San Jose, CA 95133
Attn: Tony Ortiz

II. SPECIFICATIONS

- A. **LED LUMINAIRE** - The lighting element of the LED luminaire shall consist of energy efficient, high output LED's that meet the following requirements including PG&E's LED Streetlight Rebate Program requirements. Proposals shall contain documentation from an independent laboratory that verifies these requirements are met. Testing shall be in accordance with the most recent Illuminating Engineering Society of North America (IESNA) procedures.
1. **Standard Base Requirements**
 - a. LED luminaire to have a minimum of 50 lumens per watt with luminaire efficacy according to IESNA LM-79.

- b.** LED luminaire to have a minimum light output of 2,300 lumens according to IESNA LM-79.
- c.** LED luminaire to have a minimum Color Rendering Index of 75 Color Rendition Index (CRI) according to IESNA LM-79.
- d.** LED luminaire to have a maximum Correlated Color Temperature of 6,500 Kelvin.
- e.** LED luminaire to have a minimum L70 lifetime of 50,000 hours.
 - i.** Proposal to include written explanation of how L70 lifetime of product is determined using the IESNA LM-80 and in-situ temperature tests.
 - ii.** Proposal to include the LED package manufacturer with IESNA LM-80 test report with results showing relative (%) light output over time at 55 degrees Celsius, 85 degrees Celsius, and a third temperature of the manufacturer's choice. Also included shall be in-situ temperature test report indicating the temperature of the hottest LED in-situ in ANSI/UL 1598-04 (hardwired).
 - iii.** Proposal to provide MTBF ("Meantime between Failure") information for LED luminaire.
- f.** LED luminaire to be constructed with materials that minimize hazardous waste.
 - i.** Proposal to indicate if hazardous waste disposal is provided in accordance with the European Union's "Waste, Electrical & Electronic (W.E.E.) initiative or a similar U.S. program.
- g.** LED luminaire to be an IESNA full cutoff luminaire with no light emitted above horizontal and lighting intensity is limited in the region between 80 degrees and 90 degrees. The light shall be FSA approved dark sky friendly.
- h.** LED luminaire to be compatible with the City's existing streetlight mast arms per Attachment L, "City Standard Detail Drawings.", Drawing No. E-09 and E-10.
 - i.** Proposal to include information on mounting of proposed street lights.
- i.** LED luminaire to be modular in design to facilitate ease of maintenance and upgrade ability
 - i.** Proposal to include information on lifetime cost of LED luminaire, including maintenance, cleaning, and replacement demands.
- j.** LED luminaire to include terminal strip for landing feeder wiring in the luminaire.
- k.** LED luminaire to not exceed maximum weight of 30 pounds and wind load of 2.25 square feet effective projected area.
- l.** The lighting element of the LED luminaire to draw a minimum amount of power in the off state.
 - i.** Proposal to indicate the maximum and minimum power draw in the off state.
- m.** Proposal to include a luminaire photometric report based on IESNA LM79 that includes at a minimum:
 - i.** Total light output

- ii. Luminous intensity distribution
 - iii. Color characteristics
 - iv. Electrical data
- n. Proposal to include data for lighting equivalent to the existing lighting of the vehicular traveled area (curb to curb) and sidewalk areas according to Attachment M, "Project Area Geometrics," based on comparison models of the following values determined in accordance with the methods defined by the American National Standard Practice for Roadway Lighting RP-8-00 and Annexes:
- i. Luminance: average foot-candles (minimum), and Eavg/Emin (maximum).
 - ii. Luminance: average maintained (minimum), uniformity Lavg/Lmin (maximum), uniformity Lmax/Lmin (maximum), and Veiling Luminance Ratio Lvmax/Lavg (maximum).
 - iii. Small Target Visibility: Weighting Average VL (minimum).
- Modeling shall be performed and provided using lighting design software, AGI 32 version 1.9 or higher, or equal.
- o. Proposal to include recommended wattage for a replacement luminaire based on the comparison models provided above in Section 1n.

2. Desirable Requirements

- a. Desirable requirement includes meeting Section 1n. and 1o. above while reducing energy consumption.

B. MONITORING & CONTROL SYSTEM – LED luminaire and field devices shall be capable of being remotely monitored and controlled by a management station either (1) under continuous live data connections, (2) on demand or based on a pre-defined schedule, (3) field initiated connection request, or (4) combinations thereof.

1. Standard Base Requirements

- a. Management system to be provided with City to incur minimal to no ongoing hosting costs such as server hosting. Ongoing costs for three (3) years shall be included in the bid submission (Attachment E, "Cost Proposal Form")
- b. Management system to include all required hardware to be fully operational, including server hardware.
- c. Management system to be remotely accessible through a secure connection.
- d. Management system to be accessed via user name and password. The system to have the capability to set access rights by users and by user groups. At minimum the system to allow the following different permission rights to be assigned to a user or group of users.
 - i. Administrator – to allow full access to the system and ability to manage users and groups.
 - ii. Operation/Maintenance Access – to allow assignment of individual device monitoring, control, and configuration rights.
 - iii. Reports Access – to allow view access and report generation rights.

- iv. Read Only Access – to allow view access of all devices and standard reports
- e. Management system to alert assigned users and/or user groups of LED luminaire and other monitoring and control devices of failures and degradation.
- f. Management system to support Network Time Protocol (NTP) protocol for synchronizing the clock(s) of the system.
- g. The control system should be capable of automatically or manually addressing individual, groups, predetermined patterns and map driven application patterns of streetlights sequentially or simultaneously.
- h. Management system to support off-line logging of data that can be uploaded at a later time.
 - i. Support logging LED luminaire burn time.
 - ii. Support logging of LED luminaire voltage, current, power, and energy measurements.
- i. Management system to support storing and retrieving LED luminaire Information such as pole identifier, location, mode of operation, zone, and vendor information (make, model and version of components).
- j. Management system to support manual operation of a LED luminaire.
- k. Management system to support dimming light output levels of all LED luminaires on a circuit or assigned to a zone, in a manner that will reduce energy consumption.
- l. Management system to support full range of dimming, 0 – 100% with a minimum of five (5) set points that can be adjusted by the City.
- m. Management system to support controlling a LED luminaire or zone by turning the LED luminaire on or off either directly (individual basis) or in a scheduled mode of operation. Control to include 1) continuous control - does not allow a schedule to control current settings for LED luminaire. 2) transitory control - does not allow a schedule to control the LED luminaire until the next event in the schedule. 3) timed control - does not allow a schedule to control the LED luminaire until after a period of time that has been specified.
- n. Luminaire shall continue to operate in accordance with previous program when communication system fails.

2. Desirable Requirements

- a. Management system scalable to support 62,000 streetlights.
- b. Monitoring and control system meets the mandatory conformance requirements of the latest version of the National Transportation Communications for ITS Protocol (NTCIP) 1213 - Object Definitions for Electrical and Lighting Management Systems (ELMS).
- c. Desirable feature to include configuring the LED luminaire or an electrical service, branch circuit, or zone for operation based upon ambient light detection.
- d. Desirable feature to include a revenue grade power measurement field device.

- e. Desirable feature to include calibrating sensors and meters associated with the electrical service.
- f. Desirable feature to support off-line logging of data that can be uploaded at a later time for measurements of leakage current.
- g. Desirable feature to support alerting assigned users and/or user groups of ground fault conditions in electrical service.
- h. Desirable feature to support accessing the management system through a web based session.
- i. Desirable feature to include ESRI ArcGIS support to view and configure LED luminaire, branch circuit, and electrical service information, including geographically assigning element to zones and viewing the operation status and faults.

C. Wireless Communications System – The communication between the monitoring and control devices and the management station(s) are to be wireless. The City has a Public Safety and Maintenance radio system that operates in 450 MHz range that exists city-wide. In addition, a City project is currently underway that will provide six (6) WiMax based wireless hub locations as outline in Attachment N, “Future City Wireless Communication System.” These future City wireless hub locations are currently scheduled to be in operation by spring 2011.

1. Standard Base Requirements

- a. Wireless communication system to consist of a point to multipoint, mesh, and/or cell based communication topology.
 - i. Proposal to provide details of the wireless communications system network architecture to be used for this pilot project, including details on network equipment, internet connectivity, and communications protocols being proposed. Proposals to clearly identify the location of servers, computers, and network equipment being proposed.
- b. Wireless communication system to use frequencies and implement algorithms that minimizes the degradation of communication due to losses, such as ambient noise for other wireless communication devices.
 - i. Proposal to provide details on how the wireless communication system addresses losses to communication strength for the pilot project and a city-wide deployment.
- c. Proposal to include power demands of proposed wireless communication monitoring and control system
- d. Proposal to include MTBF (“Meantime between Failure”) information for all wireless communication devices.
- e. Wireless communication system to require no communicating over power lines for local communication will not be allowed.
- f. Wireless communication system to incur no or minimal City ongoing data communication costs, such as internet service provider fees. Any ongoing costs for three (3) years shall be included in the bid submission (Attachment E, “Cost Proposal Form”)

- g. Wireless communication system to include wireless communications card for a City laptop to monitor and control the system at the project area site.
- h. Wireless communication system to include network management system to be used to configure network devices, including storing and collecting device data. The network management system to present a network map of monitored network infrastructure. The maps should include all network devices, connections, statuses of the devices, and indications of why a device is not available. The network management system to support real-time notification to City staff of faults via, at a minimum, email.
- i. Wireless communication system for this pilot project, to provide communication between the field aggregated point(s) of communication to the monitoring and control management station(s) at no or minimal additional cost to the City. Currently, City infrastructure will not be available for this pilot project to provide this backhaul communication. Any additional costs for three (3) years shall be included in the bid submission (Attachment E, "Cost Proposal Form")
- j. Wireless communication system to provide security pertaining to protecting the communications with monitoring and control devices, (1) physically by protecting the communications access points, and/or (2) logically by enabling security features associated with the underlying communications protocols.
 - i. Proposal to include an outline of proposed security measures.

2. Desirable Requirements

- a. Wireless communication system to be scalable to communicate with at least 62,000 streetlights. Proposal to provide details of the wireless communication system network architecture to be used for a city-wide deployment.
- b. Wireless communication system to include components that are up-gradable to allow additional functionality.
- c. Proposal to provide details of the wireless communications system network architecture to be used for a city-wide deployment.
- d. Desirable feature of a network management system to include real-time notification to City staff of threshold violations, set by City staff, based on scheduled performance tests.

III. INSTALLATION

- A. The City's Department of Transportation will be responsible for installation of the luminaires and wireless communication and monitoring control devices on existing City infrastructure. The awarded Proposer(s) will be required to provide five (5) copies of all pertinent installation and startup instructions. In addition, an electronic copy shall be provided on a CD or DVD in Adobe™ Acrobat format.
- B. If a LED luminaire and a wireless communication monitoring and control system is awarded to two different Proposers, then the two products must integrate with each other (eg, such as through NEMA twist-lock). It is the responsibility of the wireless communication monitoring and control system Proposer to ensure compatibility.

IV. PROJECT ACCEPTANCE

Final project acceptance will occur when the City completes installation of the luminaire and wireless communication system and they are fully functional. Invoices for delivered products will be paid upon City sign off on functionality of project.

V. TRAINING

- A.** The awarded Proposer(s) shall provide operation, administration, and maintenance training at the CITY's facility. It shall be comprehensive and cover all aspects of the LED luminaire and wireless communication monitoring and control system operation, configuration, and troubleshooting.
- B.** Training shall commence on installation of products and will be based on availability of City staff. Training shall include an explanation/documentation of the wireless communication system architecture and "hands-on" training.
- C.** The awarded Proposer(s) shall provide training manuals for ten (10) participants in addition to all other documentation, such as "Installation and Operations" and "Maintenance" manuals. In addition, an electronic copy shall be provided on a CD or DVD in Adobe™ Acrobat format.
- D.** The awarded Proposer(s) shall provide all necessary equipment to be used during the training sessions for training purposes.
- E.** The CITY may elect to record these training sessions for CITY's sole use for future training purposes. The resulting recordings shall be the sole property of the CITY and for the sole use of the CITY.

VI. DELIVERY

Awarded Proposer(s) will deliver all products F.O.B. destination to the location designated on the purchase order agreement. Any additional delivery costs must be provided in the bid submission (Attachment B, "Cost Proposal Form"), and lead-time (ARO) must be provided. It is the City's goal to have all parts ready for installation within four (4) weeks of the issuance of the purchase order agreement.

VII. WARRANTY

Products bid must have a minimum of a five (5) year warranty covering repair or replacement of defective parts on the LED luminaire as well as the monitoring and control, and communication devices, from the date of activation by the City. Inclusive of this warranty should be the time needed by the City to install the lighting systems. Proposer(s) must also provide at least six (6) months of support service on their proposed communication system including software/web interface. Proposer(s) must provide all warranty information to include parts and labor coverage, and the "Terms & Conditions" of the warranty.

VIII. SUPPORT SERVICE/MAINTENANCE

Proposer(s) must provide at one (1) year of Support Service/Maintenance on their proposed wireless communication monitoring and control system including, but not limited to, all management and web interface software, beginning when the wireless communication monitoring and control system has been accepted and the first LED luminaire has been activated. The selected Proposer(s) will provide the City with telephone support, responding to customer identified problems and application use related queries. This support will be during the selected Proposer(s) normal business hours and is extended to any City employee. The

selected Proposer(s) will provide the City with support in the (1) correction of software errors where such errors prevent the operation of the application or have a significant impact on the application's use; (2) management and troubleshooting of monitoring and control, and communication devices. The selected Proposer(s) will provide, at no cost, software and firmware upgrades for the licensed applications and monitoring and control, and communication devices. It will be the selected Proposer(s)'s responsibility to install these software and firmware upgrades onto the target hardware, excluding non-project provided hardware. Specifically excluded from Support Service/Maintenance are (1) building, testing and supplying any customized software and 2) non application specific engineering support. The additional one year option period Support Service/Maintenance shall meet the conditions of the first year support or service maintenance.

**ATTACHMENT B
COST PROPOSAL FORM**

OPTION #1

NAME OF PROPOSING COMPANY: _____

1. **OPTION #1:** Provide your cost quotation for integrated solution with LED Streetlight Luminaires as the primary solution, with wireless communication system as the secondary component.

Provide a cost breakdown showing the individual costs for LED luminaires and the Communication monitoring and Control system.

DESCRIPTION	BRAND	QTY	UNIT COST	EXTENDED COST
1. Complete LED Street Light System (Includes Luminaire and wireless communication monitoring and control system & Software)		160		
1a. Cost of LED luminaire		160		
1b. Wireless Communication System		160		
Alternate Brand 1		160		
Alternate Brand 2		160		
1c. Monitoring & Control System		160		
Alternate Brand 1		160		
Alternate Brand 2		160		
2. Management System – ongoing hosting for 3 years		1 Lot		
3. Wireless communication system - data communication costs, such as internet service provider fees for 3 years		1 Lot		
4. Wireless Communication System – backhaul communication support for 3 years		1 Lot		
5. Delivery Charge		1 Lot		
6. Training Charge		1 Lot		
TOTAL EXTENDED COST				

REQUIRED ADDITIONAL INFORMATION

1.	Shipment Lead Time “after receipt of order” (ARO), in weeks:	
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**ATTACHMENT B
COST PROPOSAL FORM**

The **PROPOSAL TOTAL** is indicated in words:

_____ Dollars and
_____ Cents. (\$_____)

Signature: _____ Name: _____

Title: _____ Date: _____

**ATTACHMENT B
COST PROPOSAL FORM
OPTION #2**

NAME OF PROPOSING COMPANY: _____

1. **OPTION #2:** Provide your cost quotation for integrated solution with Wireless Communication, Monitoring & Control System as the primary solution, with LED Streetlight Luminaires as the secondary component.

Provide a cost breakdown showing the individual costs for Communication Monitoring and Control system and the LED Luminaires.

DESCRIPTION	BRAND	QTY	UNIT COST	EXTENDED COST
1. Complete LED Street Light System (Includes Luminaire and wireless communication monitoring and control system & Software)		160		
1a. Cost of LED luminaire		160		
Alternate Brand 1		160		
Alternate Brand 2		160		
1b. Wireless Communication System		160		
1c. Monitoring & Control System		160		
2. Management System – ongoing hosting for 3 years		1 Lot		
3. Wireless communication system - data communication costs, such as internet service provider fees for 3 years		1Lot		
4. Wireless Communication System – backhaul communication support for 3 years		1 Lot		
5. Delivery Charge		1 Lot		
6. Training Charge		1 Lot		
TOTAL EXTENDED COST				

REQUIRED ADDITIONAL INFORMATION

1.	Shipment Lead Time “after receipt of order” (ARO), in weeks:	
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**ATTACHMENT B
COST PROPOSAL FORM**

The **PROPOSAL TOTAL** is indicated in words:

_____ Dollars and
_____ Cents. (\$_____)

Signature: _____ Name: _____

Title: _____ Date: _____

**ATTACHMENT C
PROPOSAL CERTIFICATION FORM**

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

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

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposal package, formal addenda issued by the City, or the pre-bid conference.
5. Proposer hereby certifies that they have been in business for the past five (5) years as a manufacturer or manufacturer's representative for the sale of street lights and communication systems. Please complete the following certification information and provide a copy of your company's business license with your proposal.

Proposer certifies they meet these criteria: YES _____

Business License Number: _____, State of _____

6. Proposer certifies that this submission includes full consideration of the information and/or requirements identified in Addenda ____ through ____.

**ATTACHMENT C
PROPOSAL CERTIFICATION FORM**

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

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

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

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

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

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

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Complete additional signatures below as required per # 7 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

**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.

Please confirm - by checking the box that follows this paragraph - that Proposer has at least five (5) years professional experience managing and providing Street Lights and Street Light communication systems in accordance with Attachment B, "Specification" of this RFP.

Proposer confirms that they meet the requirements stated above.

NOTE: If proposer is a joint venture, then the same joint venture (same companies/organizations that comprise the JV submitting this proposal, must have been in business providing the same professional services together for three years in order to meet this requirement.

If confirmation is not received by checking the appropriate box above, then your proposal shall be rejected.

1. If a corporation, answer the following:

- A. When incorporated? _____
- B. In what state? _____
- C. Authorized to do business in California? _____
If so, what date? _____

2. If NOT a corporation, answer the following:

Name of Organization: _____

Date of Organization: _____

General, Limited Partnership, or Joint Venture: _____
(if applicable)

Registered in California? If so, when? _____

**ATTACHMENT D
PROPOSER QUESTIONNAIRE**

D. 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.

E. 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.

F. Has your company ever had any agreements cancelled?

YES **NO** If yes, give details.

G. 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.

H. 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).

**ATTACHMENT D
PROPOSER QUESTIONNAIRE**

I. 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	Date	Signature	Date
(Please Print or Type Name)		(Please Print or Type Name)	
Title		Title	

ATTACHMENT F
City of San Jose
Request for Contracting Preference for Local and Small Businesses

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the bid or quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.

In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an **additional 5% to 10% points** in the **scoring** of their proposal.

The following determinations have been made with respect to this procurement: (for official use only)

Type of Procurement	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal
Type of Preference	<input type="checkbox"/> Price is Determinative		<input checked="" type="checkbox"/> Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost		LBE preference = 5% of Points SBE preference = 5% of Points

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

Business Name			
Business Address			
Telephone No.			
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other (explain)

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number:	
Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:	

****SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*): Local Business Enterprise Small Business Enterprise
 I declare under penalty of perjury that the information supplied by me in this form is true and correct.

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

ATTACHMENT G

SERVICE ORDER TERMS & CONDITIONS

1. **DEFINITIONS:** City shall mean the City of San Jose or any department thereof, Service Order means that certain contract for services which includes these terms and conditions as well as the information contained on the completed form appearing on the reverse of these Terms and Conditions. References in quotes refer to the designation on the reverse. Contractor shall mean the business as designated under "Vendor".
2. **SCOPE OF SERVICES:** Contractor shall perform those services specified in detail in "Description of Services". Contractor will supply all tools and instrumentalities required to perform this Service Order.
3. **DATA AND FACILITIES:** Contractor acknowledges that it has in its possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are matched hereto, and that such data are adequate to enable Contractor fairly to determine its ability to perform work called herein at the price and in accordance with the schedule set forth. Contractor represents that it now has or can readily procure without assistance of City all personnel, facilities, machinery and equipment necessary for the performance of this Service Order.
4. **CONTRACT:** This purchase order constitutes City's offer to Contractor and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by Contractor either by acknowledgement or commencement of performance. Any terms or Conditions by Contractor in accepting City's offer, which are inconsistent with or in addition to the terms and conditions set forth, shall be void and no effect unless and to the extent expressly accepted by City in writing.
5. **SCHEDULE OF PERFORMANCE:** Contractor's services shall be completed according to the schedule set forth in "Description of Services". Time is of the essence in this Service Order.
6. **TERM:** The term of this Service Order shall be as set forth in "Description of Services."
7. **COMPENSATION:** The compensation to be paid and the method of payment for Contractor for services provided shall be set forth in the "Description of Services", Contractor shall be responsible for all costs and expenses incident to the performance of this Service Order, including all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.
8. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Contractor shall act as and be an independent Contractor and not an employee, agent, joint venturer, or partner of City. As an independent Contractor, Contractor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Contractor hereby expressly waives any claim it may have to any such rights. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Service Order.
9. **INSURANCE REQUIREMENTS:** Contractor agrees to have and maintain the policies set forth in "Insurance", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These Requirements are subject to Amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to

ATTACHMENT G SERVICE ORDER TERMS & CONDITIONS

provide City with a copy of said policies, certificates and/or endorsements before work commences under this Service Order.

10. **CONTRACTOR'S DEFAULT:** City's Director of Finance or the director's authorized designee may, by written notice to Contractor, cancel this Service Order, in whole or from time to time in part: (I) if the Contractor fails to perform this services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the Services performed do not conform to contractual requirements or if Contractor fails to perform any of the other provisions of this Service Order, or fails to make progress so as to endanger performance of this Service Order, in accordance with its terms; or (iii) if the Contractor becomes insolvent or commits an act of bankruptcy. If this Service Order is canceled, City, in addition to all other rights afforded by law for Contractor's breach of contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services canceled from another source exceed the prices specified herein, and City may set off any such charge against any amounts which may become payable to Contractor under this Service Order or otherwise. Notwithstanding City's right to cancel this Service Order for delay, Contractor shall not be liable to City for any damages therefore if: (I) Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor promptly notifies City of the conditions causing the delay or, (ii) Contractor's delay is caused by the default of a subcontractor or supplier, but only if such default arises out of beyond the control of both Contractor and subcontractor or supplier and without the fault or negligence of either of them, and the articles or services to be furnished by them were not obtainable from other sources in sufficient time to permit Contractor to meet the required schedule.
11. **NON-FUNDING:** Each payment obligation is conditioned upon the availability of state or local government funds, which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by Contractor, the product or service directly or indirectly involved in the performance of that function may be terminated by City at the end of the period for which funds are available. City shall notify Contractor at the earliest possible time of any products or services which will or may be affected by a shortage of funds. No penalty shall accrue for City in the event this provision is exercised, and City shall not be liable for any future payments due or for any damages as a result of termination under this Section. This provision shall not be construed so as to permit City to terminate this Service Order or any products or services in order to acquire similar equipment or service from another party. Contractor agrees to render any assistance which City may seek in effecting a transfer of any right of City in this Service Order, or any part hereof, that is required of City pursuant to the securing of financing hereunder.
12. **COMPLIANCE WITH LAW:** Contractor shall in the performance of this Service Order comply with all applicable Federal, State and local laws and regulations.
13. **GOVERNING LAW:** City and Contractor agree that the law governing this Agreement shall be that of the State of California.
14. **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 where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

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15. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign any of the work to be performed under this Service Order nor shall Contractor subcontract for work without City's prior written consent.
16. **WAIVERS:** Failure by City to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Service Order, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such item, covenant or condition or the future exercise of such right, but obligation of Contractor with respect to such future performance shall continue in full force and effect.
17. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Contractor in performance of this Service Order are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.
18. **OWNERSHIP OF MATERIALS:** All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.
19. **CHANGES:** Buyer shall have the right by written notice to change the extent of the work covered by the Service Order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director of Finance or director's authorized designee. Upon receipt of any such notice, Contractor shall promptly make the changes in accordance with the terms of the notice. If any such change causes an increase or decrease in the cost of performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the Service Order modified in writing accordingly. Contractor shall promptly deliver to Buyer, and in any event within (30) days after receipt of such notice, a statement showing the effect of any such changes in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of Contractor to submit the statements within the above time limits shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.
20. **TERMINATION:** The performance of work under this Service Order may be terminated in whole or from time to time in part by Buyer. City's Director of Finance is empowered to terminate this purchase order on behalf of City.
21. **CONTRACTOR'S BOOKS AND RECORDS:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled 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 Contractor pursuant to this Service Order. Contractor shall maintain all documents and records which demonstrate performance under this Service Order for a minimum period of three (3) years, or for any period longer required by law, from the date of termination or completion of this service order. Any records or documents required to be maintained pursuant to this Service Order shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager or a designated representative of any

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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 Contractor'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 Contractor, Contractor's representatives, or Contractor's successor-in-interest.

22. NON-DISCRIMINATION:

a. Prohibition on Discrimination and Preferential Treatment.

Contractor shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin. This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, condition, or privileges of employment, subcontracting and purchasing. Noting herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

b. Compliance Reports.

If directed by the Director of Equality Assurance of the City, Contractor shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the forms and filed at such times as may be designated by the Director of Office of Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office of Equality Assurance to determine whether Contractor or its subcontractor is complying with the nondiscrimination and non-preference provision of this Agreement and Chapter 4.08 of the Municipal Code.

c. Failure to Comply With Nondiscrimination Provisions

If the Director of Office of Equality Assurance determines that the Contractor has not complied with the nondiscrimination or non-preference provisions of this Agreement, the City may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject Contractor and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

d. Subcontracts.

Contractor shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this agreement so that such provisions are binding upon each of its subcontractors.

e. Waiver of Non-discrimination Provisions.

The non-discrimination provisions of this agreement may be waived by the Director of Office of Equality Assurance, if Director of Office of Equality Assurance determines that the Contractor has its own non-discrimination requirements or is bound in the performance of this agreement by the non-discrimination requirements of another

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government agency, and the non-discrimination provisions of the Contractor or other government agency are substantially the same as those imposed by the City.

23. **GIFTS:** Contractor represents that it is familiar with the City's prohibition against the acceptance for any gift by a City officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code. Contractor agrees not to offer any City officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this Service Order by Contractor. In addition to any other remedies City may have in law or equity, City may terminate this Service Order for such breach.
24. **CONFLICT OF INTEREST:** Contractor shall avoid all conflict of interest or appearance of conflict of interest of this Service Order.
25. **DISQUALIFICATION OF FORMER EMPLOYEES:** Contractor is familiar with the provisions relating to the disqualification of former officers and employees of City in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance). Contractor shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door Ordinance.
26. **WARRANTY AGAINST INFRINGEMENT:** If any article or service provided to City hereunder is covered, or is purported to be covered, by any patent or copyright, Contractor agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, judgments and costs instituted or recovered against it by any person or persons whomsoever, on account of the purchase, use or resale of such article by City in violation or claimed violation of any rights under patent or copyright.
27. **INDEMNITY:** Contractor agrees to defend, indemnify and hold harmless the City, its officers, agents, and employees, from any and all claims and liability, including expenses, for injuries to persons or damage to persons or damage to or destruction of property caused by or resulting from the acts or omissions of Seller, its agents, suppliers or employees, in the performance of this purchase order.

ATTACHMENT H INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including products and completed operations, and X, C, U where applicable; and
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto," or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

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

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

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

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

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

2. All Coverage

Each insurance policy required by this clause 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 the CITY.

E. Acceptability of Insurers

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

F. Verification of Coverage

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

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

CITY OF SAN JOSE
Human Resources Department
Risk Management Division
200 E. Santa Clara Street, 2nd/Wing
San Jose, CA 95113

Phone: (408) 535-7063
Fax: (408) 286-6492

G. Subcontractors

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