



Department of Retirement Services

FEDERATED CITY EMPLOYEES' RETIREMENT SYSTEM
POLICE AND FIRE DEPARTMENT RETIREMENT PLAN

REQUEST FOR PROPOSAL

RFP #11-01-2011-MC

AGENDA MANAGEMENT SOFTWARE SYSTEM

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1. SUMMARY

Set forth below is a Request for Proposal (“RFP”) issued by the City of San Jose’s Boards of Administration for the Federated City Employees’ Retirement System (“Federated”) and the Police and Fire Department Retirement Plan (“P&F”). The Boards are seeking to secure a contract for Agenda Management Software from qualified vendors with public sector experience.

2. INTRODUCTION

The City of San Jose (“City”) Department of Retirement Services (“DRS”) is currently seeking proposals for an Agenda Management Software solution, to assist DRS in the implementation of Digital Board Packets and Agenda Management Software, to aid both the Federated and the Police and Fire with the Agenda creation, posting to the Internet and delivery of Board Packets on electronic devices. Vendors should have demonstrated knowledge of public pension Agenda/Board Packet creation. They must be able to provide, hardware and software recommendations, implementation of the software, application documentation, conduct testing, staff training, development of training materials and technical support.

3. BACKGROUND

The Federated City Employees’ Retirement System (“Federated”) and the Police and Fire Department Retirement Plan (“P&F”) are Defined Benefit Retirement Plans serving the employees and retirees of the City of San Jose, California. Both pension plans use investment income, employer and employee contributions to provide eligible retirees with defined-benefit pensions based upon their years of service and highest compensation. The plans also provide medical benefits (through a 401(h) plan), survivor benefits, and permanent disability benefits to qualified members and their beneficiaries.

Operating under the San Jose Municipal Code, the two pension plans are managed and administered by their respective Boards of Administration. The Boards meet monthly and each Board has an Investment Committee that meets monthly (P&F) or quarterly (Federated). The Boards’ specific duties include consideration of requests for retirement, administration and investment of the retirement funds, determining employees’ eligibility for membership in the pension plans, and for retirement benefits. In fulfilling their fiduciary responsibilities, the Boards enlist outside consultants for a variety of professional services. The Boards possess broad and flexible investment authority, and they also possess the authority to make reasonable rules for the administration of the pension plans.

Under the City of San Jose Municipal Code, the Director of the City of San Jose Department of Retirement Services (“Director”) is the Secretary of the Board of Administration for both Plans and is responsible for supporting both Boards. The Director is an employee of the City, who reports to the City Manager.

Currently the DRS produce Board packets monthly. These packets can be anywhere from a couple of hundred pages to over 1500 pages. The packet consists of Public information and confidential information, usually related to Disability applications, this confidential information must only be available to Board Members and some supporting staff during the Board meeting. After the meeting, confidential information must be destroyed, and in the case of electronic devices, should be able to be removed from any and all devices. A break-down of the packet production is shown below:

38 packets are produced monthly (Excludes any Ad-Hoc or Standing Committee meetings):

- 24 (13 PF+ 11 FED) Full board packets
- 10 (5 PF + 5 FED) Partial packets
- 4 (2 PF + 2 FED) Public packets

Once the packets are complete, they are delivered in a variety of ways to the recipients, including; UPS and Hand Delivery.

DRS create each Agenda using a template in Microsoft word. The resulting word document is then hyperlinked to supporting documents, converted to Adobe PDF and transferred to our website. The Agenda is also sent in PDF form to the City Of San Jose City Clerk Office. DRS is required to comply with the following legislature:

1. The Ralph M. Brown Act: This California state law governs the open meeting requirements for Neighborhood Councils, and the City Council, its committees, and city commissions.
2. The Government in the Sunshine Act is a US law passed in 1976 which affects the operations of the federal government, Congress, Federal Commissions, and other legally constituted federal bodies. It is one of a number of Freedom of Information Acts, intended to create greater transparency in government.

The proposed solution must enable us to continue to comply with the above mentioned laws.

4. INFORMATION SYSTEMS

The DRS website URL is www.sjretirement.com. This website is hosted and maintained by LRS. DRS uses Pension Gold, an integrated Pension and Benefits Administration system licensed from Levi, Ray & Shoup ("LRS"). DRS also use Microsoft Office Suite 2003, and Windows XP.

Retirees and active employees have access to a web portal known as Web Member Services, which allows active employees to access information such as contributions, years of service and to run 'what-if' retirement estimates, etc. Retired members have access to information such as their monthly benefit, 1099R, tax withholding, non-taxable income, direct deposit, insurances and demographic data.

5. PROJECT GOALS AND OBJECTIVES

PROJECT OVERVIEW

The goal of this RFP is to provide the DRS with technology to manage the agenda process more efficiently. This section provides an overview of the project and some of the expectations of the DRS. This section is not intended to be all inclusive. Therefore, vendors should include in their responses any items they deem relevant and important to the project or DRS.

DESCRIPTION

DRS seeks to acquire and implement a comprehensive agenda automation software system that will accommodate its expanding needs, improve access to information, streamline agenda preparation and management processes, clarify and improve agenda access and access control. Key areas of interest to the DRS:

1. Security features.
2. Handling of confidential information and backup storage.
3. Pricing model
4. Agenda creation.
5. Hardware.
6. Functionality.
7. Retrieval of Information.

DRS is seeking a software system that can meet the standards outlined in this document. With this in mind, the system shall (in no particular order) accomplish the following primary goals:

- Provide a centralized approach to compiling the agenda
- Provide the capability to submit agenda items online
- Provide the capability to prepare meeting Minutes
- Provide capability to view final agenda online, print, or copy to external media
- Provide capability to restrict the ability to print, or copy to external media
- Provide read-only information access for citizens
- Integrate seamlessly into the DRS website
- Provide search capabilities for agenda items and supporting material
- Be functionally rich in capabilities to automate agenda preparation, and enhance document workflow
- Provide excellent department and user security controls
- Provide an option for document management and retention

- Provide the ability to create and store images of documents using non-proprietary image formats
- Provide the capability to prepare meeting notes

The proposed solution shall be of an expandable, modular design to readily incorporate additional enhancements in the future. It should be developed, tested, and maintained using a high-quality software development methodology for long-term reliability and technical efficiency.

It is anticipated that this project will consist of 2 phases. Phase 1 will include DRS staff outlining requirements, Training and Agenda creation, followed by a second phase involving Agenda publishing and user access. Each phase will include the following staff/Board members with the indicated number of possible users:

- Phase One: DRS Staff; 6
- Phase Two: DRS Staff and Board Members; 24

This RFP represents the best effort by DRS to define its existing and future requirements for a comprehensive agenda automation management system. Statements, questions, and information contained within this document should not in any way be construed as binding on DRS, and are subject to final interpretation or modification by DRS as seen fit.

DOCUMENTATION

DRS expect the chosen vendor will provide for each software component a complete set of software documentation for users and administrators. The documentation can be printed, on CD-ROM, or downloadable from the vendor's Website. DRS will be given permission to reproduce the documentation or parts of the documentation as needed. It is expected that the vendor shall maintain its copyrights to all materials.

LICENSE STRUCTURE

DRS expect the licensing structure to be such that it will also accommodate growth. DRS also expect the licensing structure will include price breaks at reasonable intervals for number of licenses acquired by the DRS.

MAINTENANCE

The chosen vendor must maintain the proposed system if implemented. Vendors must clearly outline how the software is maintained, including bug fixes, feature and technology upgrades, and assimilation of state-of-the-art technologies.

SUPPORT

DRS anticipates the chosen vendor will have the technical expertise, staffing, and protocols to effectively support the implementation of its product in DRS. Live support should be offered during DRS regular business hours at a minimum. Other

desirable support options include FAQs, known issues tracking, email support, and access to support managers and development staff if required.

WARRANTY

90 days from DRS acceptance of the implemented software. All software and hardware warranties should provide for the operability of the system.

PROJECT IMPLEMENTATION

This section provides a brief description of the expectations, timeline, and training considerations DRS anticipates during project implementation. As before, this section is not intended to be exhaustive and DRS is relying on vendors who submit responses to incorporate the highest levels of service and expertise during the implementation phase(s) of this project.

EXPECTATIONS

The goals for this project are outlined above. Here DRS will attempt to describe briefly its expectations while working with vendors during not only the selection process, but also during implementation.

The following list represents the core expectations of DRS:

- We expect proposers to represent their products and services in an accurate and complete way.
- We expect to provide a fair selection process that evaluates all opportunities presented to DRS and that secures the best possible solution for our organization.
- DRS seeks to work with an organization that fits with our culture and approach to establishing good customer service and productive business relationships.
- By implementing the selected Agenda Management Software solution, DRS fully expects to achieve its goals, and as a result of the Agenda Management Software be able to enhance the service we provide our customers.

PROJECT TIMELINE

Phase one of the implementation should be complete on or before the first day of March 2012 and the final phase of the implementation should be complete on or before April 2012. This would include all implementation steps, integration development, system testing, training, and any other steps identified by the chosen proposer.

TRAINING

Training is considered an essential element of this project. One aspect of training DRS will be considering heavily is how quickly and easily the proposed system can be adopted by personnel. How difficult is the system to learn? Is it intuitive for users familiar with Microsoft-based systems? Does the proposer offer user groups and conferences as means of exposure to current and new technologies? We will be looking for answers to these questions and others within RFP responses, possible demonstrations, and discussions with proposer representatives.

6. 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 for each service. Please submit sufficient documentation that proves that you have met the following minimum qualifications:

- Vendor must have at least five years consulting experience.
- Minimum of 3 successfully completed Agenda Management Projects

7. TIMELINE AND CONTACT INFORMATION

RFP Release Date **November 2, 2011**

Contact Name: May Cheung

Contact Address: City of San Jose Department of Retirement Services
1737 North First Street, Suite 580
San Jose, CA 95112
May.Cheung@sanjoseca.gov

Deadline to submit questions or object to RFP specifications (See Section 10) **Date: November 14, 2011**
Time: 10:00 AM Pacific Daylight Time

RFP Due Date & Location: **Date: December 2, 2011**
Time: 4:00 PM Pacific Daylight Time
City of San Jose Department of Retirement Services
1737 North First Street, Suite 580
San Jose, CA 95112
Attn: May Cheung

8. HOW TO OBTAIN THIS RFP

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 www.BidSync.com.

All addenda and notices related to this procurement will be posted by the DRS on BidSync. In the event that this RFP is obtained through any means other than BidSync, DRS will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

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

9. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

All questions/inquiries must be made through the contact listed in Section 7 of this document, via e-mail or BidSync. Contact with representative(s) other than name listed in Section 7 of this RFP is grounds for disqualification. A written response will be provided to all 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 contact listed in Section 18 prior to the submission deadline for Objections and Questions. Objections must be as specific as possible and identify the RFP section number and title and include a description of and rationale for the objection.

11. SUBMITTAL REQUIREMENTS

GENERAL REQUIREMENTS:

You must respond to this RFP by the due date and time as stated in Section 7 of this document in order for your proposal to be considered. Proposals may be submitted via fax or e-mail, and must be addressed to the attention of the contact listed in Section 7 of this document, clearly labeled RFP #11-01-2011-MC Agenda Management Software System.

Statement of Qualifications (“SOQ”) will be reviewed to determine if all required documentation and information was included with the submittal of the Proposer. If a Proposer fails to provide the required documentation, the SOQ will be evaluated accordingly, and the proposal may receive lower scores or deemed non-responsive and not evaluated depending on the severity of the omission.

Submit five (6) hard copies and one electronic copy (CD) in PDF (portable document format) by the proposal due date and time listed in Section 7. Late submissions will not be considered.

SUBMISSION DOCUMENTS

Attachment A – Proposal Certification

Complete and sign this document as instructed on the form.

Attachment B – Proposer Questionnaire

Complete this form responding to all questions accurately and completely.

Attachment C – Request for Contracting Preference for Local and Small Businesses

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

Attachment D – Standard Contract for Professional Services - Terms and Conditions

The Standard Contract for Professional Services should be closely reviewed by all potential Proposers. By submitting documents, each proposer agrees to execute the Agreement in the form attached to the RFP, as revised to incorporate the pertinent criteria contained in the successful proposer's submittal.

Proposer must note any exceptions to the Terms and Conditions. If there are no exceptions, please return the first page of the Provisions marked "No Exceptions". Please note that excessive changes may result in lower proposal scores, or disqualification of proposal.

Attachment E - Insurance Provisions

The selected firm will be required to enter into an agreement with the City containing the terms and conditions and insurance provisions set forth in Attachment E.

Attachment F - Previous Customer Reference Worksheet

Submit four references using this form. Copy the form as appropriate.

Attachment G – Conflict of Interest Form

Please complete one form per consultant that you will assign to this project.

Attachment H - Fee Structure

Please describe your firm's fee structure with respect to the project.

12. SELECTION PROCESS

PROPOSAL RESPONSIVENESS.

Required Documentation: Proposals will be reviewed to determine if all required documentation was included with the proposal submittal as described in Section 11 and Attachment B.

PROPOSAL REVIEW AND EVALUATION.

Proposals will be evaluated against the general criteria and weights as described in Section 13 and may result in multiple awards. Pricing shall be firm fixed for the term of the contract. During this period the price may not change.

The City or DRS 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 response..

PRESENTATIONS / DEMONSTRATIONS/ORAL INTERVIEWS.

Finalists may be invited to present oral presentations and /or demonstrations of the product for the purpose of introducing key members of the project team, and allowing the City or DRS to fully understand the Proposers ability to meet the evaluation criteria. Oral presentations and demonstrations will not be scored separately. Instead the City may modify response scores and resulting rankings based on the oral presentation, and, if applicable, demonstrations.

13. EVALUATION CRITERIA

Responses to this RFP will be evaluated based on the following factors.

CRITERIA	WEIGHT
Meets DRS Goals and Requirements	25%
Ease of Use for Board members and Staff members	15%
Security Features	15%
Functionality	15%
Experience of Firm	10%
Experience and Qualifications of Assigned Member Team	5%
Fee Structure	5%
Local Business Enterprise	5%
Small Business Enterprise	5%

14. BASIS OF AWARD

Award will be based on the overall highest ranked Proposer score in accordance with Section 13 for this service included in this RFP.

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

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

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

15. GROUNDS FOR DISQUALIFICATION

All Proposers are expected to have read and understood Council Policy 0-35 on Procurement and Contract Process Integrity and Conflict of Interest adopted on February 6, 2007. A complete copy of the policy can be found at http://www.sanjoseca.gov/purchasing/pdf/Policy0_35.pdf.

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

Contact regarding this RFP with any City official, DRS employee or member of the Evaluation team other than the Contact from the time of issuance of this solicitation until the end of the protest period.

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

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

Evidence of submitting incorrect information in the response to a solicitation or misrepresentation or failure to disclose material facts during the evaluation process.

In addition to violations of Council Policy 0-35, the following conduct may also result in disqualification:

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

Existence of any lawsuit, unresolved contractual claim or dispute between Vendor and the City or DRS.

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

Proposer's default under any City or DRS agreement, resulting in termination of such agreement.

16. GENERAL INFORMATION

The successful Proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in Attachment E.

All costs associated with responding to this request are to be borne by the Proposer.

It is the policy of DRS that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San Jose contracts.

17. PUBLIC NATURE OF MATERIAL SUBMITTED

All correspondence with the DRS 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.

Therefore, any material submitted that contains language purporting to render all or significant portions of the documents "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 this Section.

Do not mark your entire submittal as "confidential".

DRS will not disclose any part of any material submitted before it announces a recommendation for award, on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all material received in response to this RFP will be subject to public disclosure. If you believe that any portion(s) of your proposal, are exempt from disclosure under the Public Records Act, you must mark them as such and state the specific provision in the Public Records Act that 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.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DRS 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", DRS will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

By submitting information with portions marked as noted above, the Proposer represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse DRS for, and to indemnify, defend and hold harmless DRS, its officers, fiduciaries, employees, board members and agents from and against: (a) any and all claims, damages, losses, liabilities, suites, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively "Claims") arising from or relating to DRS' non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or an order of a court of competent jurisdiction. Additionally, DRS may request that the bidder directly defend any action for disclosure of any information market confidential.

18. PROTESTS

If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the Director of Retirement Services not later than ten calendar days after announcement of the successful Proposer. Protests must detail the grounds and factual basis and provide all supporting information. Protests will not be considered for disputes of project requirements and specifications, which must be addressed in accordance with the above Section 10. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.

The name and address for submitting protests is:

Mr. Russell U. Crosby, Director
City of San Jose Department of Retirement Services
1737 North First Street, Suite 580
San Jose, CA 95112

ATTACHMENT A

Certification

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

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved exemptions are enclosed herein and that only those deviations, exceptions, and approved exemptions included in the RFP document or permitted by formal addenda are accepted by the DRS.
4. Proposer did not receive unauthorized information from any City or DRS staff member, board member, or consultant during the proposal period except as provided for in the Request for Proposal package, formal addenda issued by the DRS, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the Proposal and all accompanying documents is true and correct.
6. Proposer certifies that it can and will provide, and make available, at a minimum, all services set forth in the Proposal Requirements.
7. Proposer warrants that it is willing and able to comply with State of California laws with respect to foreign (non-state of California) corporations.
8. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

- 9. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of DRS.
- 10. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- 11. 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, shall be stated and the Proposal shall be signed for all members by one or more members thereof.
- If the Proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
- If the Proposal is submitted by a limited liability company, it shall be signed in the name of the LLC by an authorized member or members.
- If the Proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

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

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

ATTACHMENT B – PROPOSER QUESTIONNAIRE

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to provide products/services to DRS in conformity with the requirements of this Request for Proposal.

The information provided should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be addressed. They represent the criteria against which the proposal will be evaluated.

1. The proposal should be submitted in a format that includes the following materials:
One (1) original (so marked) of the proposal and six (6) copies; one (1) electronic copy (CD).
2. Proposal Details:

Transmittal Letter

Please provide a formal letter of transmittal with your proposal that commits your firm to its proposal and states that the proposed solution meets the requirements of each subsection of this RFP. The transmittal letter must be signed by an officer of your firm authorized to do so. Also include contact information for: (1) person responsible for answering questions regarding the proposal, (2) the person responsible for contract negotiation, and (3) the signer.

Executive Summary

Please give an overview of the proposed solution including your company's unique abilities to meet the project requirements, software requirements, and hardware requirements. Include exceptions to the RFP if any. This section need only be one to five pages.

Company Information

This section provides each proposer with the opportunity of demonstrating how its history, organization, and partnerships differentiate it. Careful attention should be paid to providing information relevant to DRS needs.

History and Profile

Provide a concise profile of your organization to include the following:

- Identify your company, address, phone number, and email address.
- Describe the history of your company.
- What is your total number of installations of the proposed application software product?

- What is your service commitment to customers and measurements used?
- What are your annual sales?
- How many employees does your organization have?
- Are audited or otherwise verifiable financial statements available upon request?
- Is your organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services?
- Identify any legal actions, lawsuits, arbitration or formal protests related to software services/implementations performed by your organization.
- Independence: The firm must provide an affirmative statement that it is independent of DRS.
- Litigation: The firm must provide an affirmative statement that it is not currently in litigation with DRS, the City or any other participating agencies or employee groups within the DRS plan.
- License to Practice in California: The firm must provide an affirmative statement that the firm and any engagement partner are properly licensed to practice in California and are in good standing with such licensing agencies.
- Firm Qualifications and Experience: The Proposer must state the size of the firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement. If the Proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable.
- Prior Engagements with DRS or the City of San Jose: List separately all engagements within the last five years, ranked on the basis of total staff hours, for DRS or City by type of engagement. Indicate the scope of work, date, engagement staff, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.
- Similar Engagements With Other Pension Plans: For the firm's office or assigned staff that will be assigned responsibility for services, list the most significant engagements that are similar to the engagement described in this Request for Proposal. The engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, staff resources, total hours, and the name and telephone number of the principal client contact.
- Partner, Supervisory and Staff Qualifications and Experience: Identify the supervisory and management staff, including partners, managers, other supervisors and specialists, who would be assigned to the

engagement. Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

- **Procedures Resolving Potential Issues:** Identify and describe any anticipated potential issues, the firm's approach to resolving problems should they arise and any special assistance that will be requested from DRS.
- **Disputed Reports, Studies, and Other Issues:** The proposal should identify each report involving any owner, partner, principal or key employee that has been the subject of litigation, arbitration, mediation or other dispute resolution mechanism within the past five (5) years and describe the outcome. The proposal should also identify any instances in the past five (5) years in which the firm or any owner, partner, principal or key employee has been threatened with, or named as a defendant in a malpractice, misrepresentation, or professional negligence action and describe the outcome. The proposal should also identify any instances in the past five (5) years in which the firm or any owner, partner, principal or key employee has had a complaint filed against him or her with an association governing the consulting or information management profession, or has been the subject of disciplinary proceedings by any association governing the profession, and describe the outcome.

If you are a Value Added Reseller of the system you are proposing, answer the above questions for the software's parent company.

References

Give contact information for three to five of your customers including organization name and the contact's name, title, address, telephone number, and email address. Also include the products the customers are using.

Proposer's Proposed Solution

Please give a detailed description of the solution you are proposing. Include software modules and hardware required to operate the system. Tell why your solution best meets the needs of DRS.

Documentation

Both system level and user documentation must be provided. List and describe the available documentation that is included in the proposal pricing in this RFP and the media on which it is published.

Maintenance

- Describe the details and duration of any manufacturer's warranty on proposed software system.
- How often do you provide product updates?

- Include the your firm’s willingness and plan for keeping its products up-to-date. “Up-to-date” is defined as continuously adding or replacing products to take advantage of new technology and complying with emerging industry standards.
- Describe the process by which user input is incorporated into new product releases.
- What is included in the annual maintenance contract?

Support

- Proposer shall describe the extent and nature of software support services, including web-based and telephone support, and consulting support.
- Do you have a telephone access number for technical phone support? What are the hours of support?
- What is the guaranteed response time for telephone support?
- Do you have the ability to provide direct remote support (dial-up or Internet)? Please describe.
- Describe your support escalation procedure.
- What is your policy for the provision of on-site support?
- Do you maintain a client accessible Internet Knowledge Base of known issues and frequently asked questions?

License Structure

- Please describe your software licensing structure in detail. Do so for each product or module if they differ from one another.

Warranty

- Describe what is included with the manufacturer’s warranty.

Project Implementation

- This section covers various aspects of your firm’s approach to implementing projects. Please respond with as much relevant detail to DRS project as possible given the information you’ve been provided in this RFP and/or at the pre-proposal conference (if applicable).

Project Team

- List your project team. Provide names, roles, involvement levels and durations, and relevant experience for each person on the team.

Timeline

- Provide a proposed schedule for implementation steps.

Training

- Describe what type of training and the number of people to be trained that is included as part of the initial installation.
- Describe how you will schedule and provide for training of end users, technical staff, and system administrators including initial training, consultation, and follow-up training.
- Describe what types of additional training may be available either through your company or through another agency.

Software Requirements

Complete the form below responding to all items.

REQUIREMENT		ABILITY TO EXECUTE				
Meets - The package meets the requirement "out-of-the-box".		Meets	Does Not Meet	3 rd Party	Modification	Proposal Section and Page #
3 rd Party – The package is able to meet the requirement with a third-party solution						
Modification – The package must be modified to meet the requirement.						
Does Not Meet – The product is not able to meet the requirement.						
General						
	The proposed solution must be a single system developed and supported by a sole vendor offering all the elements necessary to meet the requirements outlined in this RFP.					
	The proposed solution must be entirely scalable to meet the expanding needs of the client over time.					
	The proposing vendor must have experience and references in the government market.					
	The proposing vendor must list references of similar scope and size to that of the DRS.					
	The proposed solution must be open architecture and fully allow for integration to the DRS's existing computing infrastructure.					
	The proposing vendor must have experience with integrating the proposed solution with 3 rd party applications to maximize the usefulness of the proposed solution.					

REQUIREMENT		ABILITY TO EXECUTE				
Meets - The package meets the requirement "out-of-the-box".		Meets	Does Not Meet	3rd Party	Modification	Proposal Section and Page #
3rd Party – The package is able to meet the requirement with a third-party solution						
Modification – The package must be modified to meet the requirement.						
Does Not Meet – The product is not able to meet the requirement.						
	The DRS strongly prefers the solution be built on a proven platform such as .NET technology.					
	The proposing vendor should be a Microsoft Gold Certified Partner.					
	The proposing vendor must be able to provide a demonstration of the system upon request.					
Hardware & Software						
	Proposer must have the ability to provide a test environment for testing new product features and versions.					
	The test environment must be provided at no charge.					
	What is the suggested server configuration your System will run on? (Please provide complete hardware specifications within your response.)					
	What type of web browser does your System support?					
	Do you support the use of either MS SQL Server 2005 (or later release) or Oracle?					
	Can the system be deployed enterprise wide across multiple locations?					
Public Access						
	The agenda automation package must provide a method to post all agendas to the Web.					
	The agenda automation package must provide a method to download the agenda and all associated attachments as a single PDF.					
	Automatically post agendas and minutes for viewing over the Internet.					
	Provide Public access, via the Internet, to archival/historical information, such as meeting minutes, motions, and votes.					
	The agenda automation package shall have the ability to download a copy of a meeting with all the supporting material to a folder providing easy off-line access.					
	The offline agenda version shall allow each user to make notes for each agenda item.					
	Provide the ability to mark attachments as confidential and exclude them from public view.					

REQUIREMENT		ABILITY TO EXECUTE				
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3rd Party – The package is able to meet the requirement with a third-party solution						
Modification – The package must be modified to meet the requirement.						
Does Not Meet – The product is not able to meet the requirement.						
	The proposed solution should provide the ability to download the agenda to any mobile device such as an iPad or HP Slate.					
	The proposed solution should provide the ability to make notes on agenda items on mobile devices.					
Searching						
	Provide for searching of Agenda items, full-text or metadata.					
	Ability to OCR documents in order to allow search of text within document.					
	Ability to print any search result.					
	Allow searches by date and/or within date ranges.					
	Support grouping and searching documents based on metadata content.					
	Search on agenda titles, agenda content, supporting materials content, supporting materials annotation.					
	Public can search meeting agendas, minutes, and associated documents simultaneously.					
	Return a list of all search results with links to the agenda item and supporting documents within the respective agenda.					
Workflow						
	Provide tracking of document through workflow process.					
	Provide multi-level (multiple criteria, multiple approvers) workflow.					
	Allow insertion of items to any step of the workflow.					
	Allow the withdrawal of an item from the workflow.					
	Support criteria-based notification of workflow (delay of approval triggers notification for example).					
	Provide appropriate notification of workflow events.					
	The workflow shall allow deadlines to be set based on meeting time, date, response time.					
	The workflow shall allow for escalation and notifications based on deadlines.					
	Provide authorized users with the ability to create standard and ad hoc workflows for the approval process.					
	The workflow must provide a GUI front end for					

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Modification – The package must be modified to meet the requirement.						
Does Not Meet – The product is not able to meet the requirement.						
	administering, creating and editing workflows with point-and-click or drag-and-drop functionality.					
	The system must give users the ability to track the status of each agenda item.					
	The workflow shall be able to utilize notifications within the product as well as email notification.					
	The workflow shall not limit in any way the type of electronic files that can be attached to the flow.					
	The workflow should display all workflow queues that a specific user is responsible for at one time and allow the user to decide which queue they would like to access.					
	Workflow must have configurability through the administrator.					
	Ability to see the status of any item and graphically view where it is at in the workflow process at any given point.					
	The workflow shall have the ability to assign coverage if a user will be out of the office for a specified period of time.					
	The workflow processes shall be of modular design and provide the ability to start additional workflows at any step based on specified criteria.					
	The workflow shall allow routing to be determined dynamically based on information gathered during the flow process.					
	The workflow shall allow roles to be assigned for the routing of items.					
	The workflow shall allow parallel processing of items as well as sequential processing of items.					
	The workflow shall allow delegation of items to other users of the system.					
Agenda Management						
	The application shall support the creation and viewing of an agenda with an easy user interface.					
	The interface needs to display the item status and allow for easy editing such as adding documents to an item, adding item details, or adding item notes.					
	The agenda automation package shall have the ability to publish a finalized HTML agenda to the Web with all					

REQUIREMENT		ABILITY TO EXECUTE				
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Modification – The package must be modified to meet the requirement.						
Does Not Meet – The product is not able to meet the requirement.						
	associated attachments as links to the appropriate agenda item with minimal mouse clicks.					
	Allows drafts to be created.					
	Create links to, or associate, supporting material for meetings with Agenda Item document.					
	Allow flexible reformatting of the document, such as font, indentation, numbering, order of items, etc.					
	Allow pending items to be placed on the agenda.					
	Ability to approve agenda items individually or as a group within a meeting.					
	Ability to print entire Agenda and all attachments with configurable numbering.					
	Allow supporting materials to be attached to an Agenda item during the scanning process (Directly Scanned to Item).					
	System provides a post meeting capability for tracking, numbering and signing documents.					
	System provides an Interface that allows a user to download the Agenda and all supporting materials.					
	Users can make notes on Agendas and any supporting materials.					
	Support the concatenation of associated documents for display, website and print.					
	Provide automatic notification when a document is revised.					
	Provide Shells/Templates for meeting types.					
	Support electronic note-taking by meeting participants.					
	The agenda automation package should provide capability to allow versioning of agenda's and agenda items; allow process steps such as draft, revision, and final agenda.					
	The agenda automation package shall allow agenda items to be moved with all associated attachments from one agenda to another.					
	The agenda automation package shall have the option to show where an agenda item is within the workflow process and its status (approved, rejected), being drafted, final draft, etc.					
	The agenda automation package shall have the ability to accept different types of attachments to support and link to					

REQUIREMENT		ABILITY TO EXECUTE				
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Modification – The package must be modified to meet the requirement.						
Does Not Meet – The product is not able to meet the requirement.						
	agenda items. These file types include at least text, graphics, word processing applications, spreadsheets, acrobat, HTML, and photos and other images. Digital media such as visual files shall also be supported. (TIFF, JPEG, MPEG, GIF, PDF, BMP, PNG, Pict, AVI).					
	The agenda automation package shall have the ability to automatically convert all documents to PDF for printing and public distribution.					
	The agenda automation package shall have the ability to support annotations to attachments.					
	The agenda automation package shall allow revision control of attachments.					
	The agenda automation package shall allow an unlimited number of meetings to be added and managed by the system.					
	Support electronic signatures.					
	Ability to select individual pages or sections of a document to be viewed, routed, included in packet, or printed.					
	Provide reviewer with a log of items that were reviewed for each meeting.					
	Ability to create retention schedules for all documents associated with an agenda based on document type.					
	Archive documents within the system, expire documents from view without removing them from the system.					
	Provide an email notification for documents that are approaching retention limits.					
	Agenda templates shall include preloaded drop-down designations for all Board/Committee/Subcommittee and an option to edit these designations.					
	Agenda templates will include a checklist of standard items, including roll call, public presentation and orders of the day. As needed, the checklist of standard items can be edited and amended by authorized users.					
	The system proposed shall be of a non-proprietary nature. Describe any functions, features or components that are, or may be proprietary and why they do not restrict utilization of the system.					
	The agenda automation package shall have redaction capability to protect confidential information.					
	An agenda can be rolled up as draft agenda while items are					

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Modification – The package must be modified to meet the requirement.						
Does Not Meet – The product is not able to meet the requirement.						
	not approved.					
	The agenda automation package shall maintain and make available the history of all agenda items that have been copied to other agendas.					
	The agenda automation package shall allow actions to be added for each agenda item. The actions can be added manually for each item or selected from a pre-configured list tied to each agenda type.					
	Ability to create a summary of action items taken at a meeting.					
	The agenda automation package shall have the ability to scan attachments into an agenda.					
	Shall provide the ability to send an item to a future agenda (including all materials, recommendations, etc.) without disrupting any workflow processes associated with the item.					
	Ability to distribute agenda packets electronically to Board members.					
	The system shall allow users to add documents provided at one meeting as support information for an item at another meeting without having to re-add them to the new item.					
	Ability to make revisions to agenda packets including the ability to add attachments that are received at a meeting without regenerating the agenda.					
	Ability to keep revisions of documents that are changed during the approval process.					
	Ability for a Board member to query agenda items					
	Ability for Board Members and the public to be notified of agenda and packet availability.					
	Ability to automatically notify the public when changes are made to an individual agenda item.					
	The system shall allow documents to be marked as confidential so they are not published and/or are not part of the PDF packet.					
	The system shall allow user defined numbering of agenda items.					
	The system shall offer the ability to track items even after the meeting.					
	Shall provide the ability for all agenda data to be synchronized to an off-site location for disaster recovery and					

REQUIREMENT		ABILITY TO EXECUTE				
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Modification – The package must be modified to meet the requirement.						
Does Not Meet – The product is not able to meet the requirement.						
	remote access purposes.					
	Ability to view the activity status of an item after a meeting is complete to ensure they are processed.					
	Must be able to upload newly created items and Agendas immediately.					
	Allows configurability of the agenda while a meeting is taking place, must be adaptable to changes.					
	Ability to create a Table of Content for the Agenda.					
	Each Agenda item should have its own status column.					
	Time settings should have options to not be enforced.					
	Allows for editing, revising or replacing scanned documents.					
	Allows for annotations on published documents.					
	Allows for the adding of agenda items through the system or through a web based form.					
	System should send email notifications to users as deadlines occur.					
	Ability to accommodate a meeting within a meeting.					
	The solution should provide bookmarks in the PDF agenda packet to allow users to jump to relevant items in the packet.					
Reporting						
	Ability to support flexible query capability for ad-hoc reporting based on user-defined criteria.					
	Ability to provide a well-documented, user-friendly query and report writing tool (Include list reporting tools supported).					
	The solution must provide out of the box reporting capabilities.					
	The solution must provide the ability to create ad-hoc reports.					
	The solution should provide reports on any of the data stored within the system.					
	The solution should provide the ability to create charts to represent the reporting data.					
	Reporting must be permission based to control who can see the report data.					
	The solution must provide the ability to export reports to Microsoft Excel and Word.					

REQUIREMENT		ABILITY TO EXECUTE				
Meets - The package meets the requirement "out-of-the-box".		Meets	Does Not Meet	3 rd Party	Modification	Proposal Section and Page #
3rd Party – The package is able to meet the requirement with a third-party solution						
Modification – The package must be modified to meet the requirement.						
Does Not Meet – The product is not able to meet the requirement.						
	The solution must provide the ability to print reports.					
	The solution should offer the ability to group report data and perform calculations.					

Hardware Requirements

- Describe in detail all hardware required to implement the proposed software system. Support your suggestions.
- Provide diagram of the recommended hardware configuration.
- If your firm is acting as a hardware reseller, describe the details and duration of any manufacturer's warranties on proposed hardware.
- List minimum client workstation/mobile device requirements.

Pricing Requirements

Your cost table should include complete cost breakdowns for software, hardware, maintenance, training and implementation, and any additional services required.

Software

- List and describe the costs for each component of the proposed software.

Hardware

- List and describe the costs for each hardware component of the proposed solution.

Maintenance

- List and describe in detail the projected maintenance costs involved in this proposed system.

Training and Implementation

- List and describe the costs to train additional 'basic' or 'advanced' users in the future.
- Describe the costs for documentation materials.

- Describe all costs associated with implementing the solution including, if applicable, consulting, installation, services, travel, and per diem.

Pricing for Optional Items

List and describe pricing for optional items associated with the system.

ATTACHMENT C – LOCAL AND SMALL BUSINESS PREFERENCE

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

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

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

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

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

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

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

CITY OF SAN JOSE - DEPARTMENT OF RETIREMENT SERVICES

STANDARD CONTRACT FOR PROFESSIONAL SERVICES

TERMS AND CONDITIONS

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

SECTION 1. SCOPE OF SERVICES.

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

SECTION 2. TERM OF AGREEMENT.

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

SECTION 3. SCHEDULE OF PERFORMANCE.

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

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed _____ Dollars (\$_____.00). The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the Department of Retirement Services ("DRS") 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 of San Jose ("CITY") or DRS; 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 DRS, 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 DRS, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by DRS 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 Retirement Services ("Director") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Director. CONSULTANT agrees to provide DRS 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. DRS shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, DRS may terminate this AGREEMENT immediately upon written notice.

C. The Director of Retirement Services is empowered to terminate this AGREEMENT on behalf of DRS.

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

SECTION 12. GOVERNING LAW.

DRS 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. 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 4-6, 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:

- A. 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.)
- B. Use of Energy Star Compliant equipment.
- C. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
- D. Internal waste reduction and reuse protocol(s).
- E. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 15. 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 DRS, or as required by law.

SECTION 16. 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 DRS without restriction or limitation upon their use.

SECTION 17. WAIVER.

CONSULTANT agrees that waiver by DRS 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 DRS 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 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 DRS 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 DRS, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, Director, or a designated representative of any of these officers. Copies of such documents shall be provided to DRS 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 DRS has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, DRS may, by written request by any of the above-named officers, require that custody of the records be given to DRS 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 conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. [if required] CONSULTANT shall file an Assuming Office Disclosure Statement of Economic Interests (Form 700) as specified in EXHIBIT F, entitled "DISCLOSURE STATEMENT", which is attached hereto and incorporated herein. Such statement shall be filed within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, CONSULTANT shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700).

SECTION 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 Jose Municipal Code.

B. CONSULTANT agrees not to offer any CITY or DRS 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 or DRS may have in law or equity, DRS 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 Jose Municipal Code ("Revolving Door Ordinance"). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the

performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 22. SPECIAL PROVISIONS.

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

SECTION 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 DRS:

City of San Jose Dept of Retirement Services
1737 North 1st Street, Suite 580
San Jose, CA 95112
Attn: Russell U. Crosby

To CONSULTANT:

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

SECTION 24. VENUE.

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

SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS.

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

ATTACHMENT 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:

The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001;

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 and Omissions insurance for all professional services; and

5. Crime Insurance/Employee Dishonesty.

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: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; coverage shall be endorsed to state carrier waives its right of subrogation against the City of San Jose, its officers, employees, agents and contractors; and
4. Professional Liability Errors and Omissions \$5,000,000 Aggregate Limit; and
5. Crime/Employee Dishonesty Coverage.

A Combination Crime policy with minimum limits not less than \$100,000 for

Form A: Employee Dishonesty

Form B: Forgery or Alteration

Form C: Theft, Disappearance, Destruction Inside/Outside Premises

Form D: Robbery and Safe Burglary Inside/Outside Premises

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

Any deductibles or self-insured retentions must be declared to, and approved by DRS. At the option of DRS, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DRS, its officers, employees, board members, 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 DRS.

D. **Other Insurance Provisions**

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

1. Commercial General Liability and Automobile Liability
 - a. DRS' officers, employees, board members, agents and contractors are to be covered as additional 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 DRS, its officers, board members, employees, agents and contractors.
 - b. CONSULTANT's insurance coverage shall be primary insurance as respects DRS, its officers, board members, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, board members, 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 VENDOR shall not affect coverage provided DRS, its officers, board members, employees, agents, or contractors.
 - d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages

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

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to DRS.

F. **Verification of Coverage**

CONSULTANT shall furnish DRS 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 Director:

Russell U. Crosby, Director
City of San Jose
Department of Retirement Services
1737 North First Street, Suite 580

San Jose, CA 95112

G. **Subcontractors**

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

**ATTACHMENT F
PREVIOUS CUSTOMER REFERENCE WORKSHEET**

Provide three (3) references for the solution you are proposing used in a manner and environment similar in scope of this project. Copy this form as appropriate.

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.

Name of Customer:

Customer Address

Customer Contact Name(s)

Customer Contact Phone Number(s)

Brief description of work performed for this client (use additional sheets if necessary):

Signature

Print Name

Date

ATTACHMENT G
CONFLICT OF INTEREST FORM

NAME

DATE

PROPOSED ASSIGNMENT:

In order for DRS 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.

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
<p>1. Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?</p>		
<p>2. Stock and Investments</p> <p>(a) Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>(d) Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>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.</p>		
<p>3. Employment & Consulting</p> <p>(a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>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.</p>		

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