

Tabulation Report

Solicitation Number: CSJ-ORS-IME-2025

Solicitation Name: Disability Medical Services

Publish Date: 05/30/2025 PT

Closing Date: 07/11/2025 13:00:00 PT

Solicitation Overview

The Boards of Administration ("Boards") for the City of San Jose Federated City Employees' Retirement System ("System") and the City of San Jose Police and Fire Department Retirement Plan ("Plan"), collectively known as "the Retirement Plans", are issuing this Request for Proposals from qualified medical services firms who specialize in disability medical evaluations to provide advisory and/or comprehensive disability case management services to each Retirement Plans' Boards and the Office of Retirement Services ("ORS") staff.

ELECTRONIC SUBMISSION:

All responses to this solicitation must be submitted online through Biddingo, including all required forms and documentation, if applicable. Any questions regarding how to register with Biddingo or how to submit a response to this solicitation should be directed to Biddingo at (800) 208-1290 or by email to info@biddingo.com.

BASIS OF AWARD is Non-Price Determinative: This solicitation shall be awarded based on an evaluation of "best value" as per the evaluation criteria specified in the solicitation documents.

LOCAL/SMALL BUSINESS ENTERPRISE PREFERENCE: The City's Local and Small Business Enterprise (LBE/SBE)



Preference is applicable to this solicitation. If your business has an office in Santa Clara County and a valid City of San José Business Tax Certificate, then you should refer to the solicitation documents for further information on applying for this preference. This preference may not be requested after the solicitation closing date/time.

SOLICITATION DOCUMENTS:

Please refer to the solicitation documents, attachments, and forms for further details and requirements.

Solicitation Documents

0 COVER

CONSULTING SERVICES REQUEST FOR PROPOSAL RFP CSJ-ORS-IME-2025

Disability Medical Services

Release Date:	05/30/2025 PT
Procurement Contact: Address: E-mail Address:	Name 200 East Santa Clara Street San José, CA 95113-1905 Email
Deadline for Questions and Objections: <ul style="list-style-type: none">• Written Questions/Clarifications• Objections to Specifications/Requirements	06/13/2025 13:00:00 PT Objections to specifications and/or questions must be submitted in writing using the Bidding Question and Answer utility at http://www.biddingo.com/sanjose .
Proposal Due Date and Time: Location:	07/11/2025 13:00:00 PT Proposal responses must be submitted online through Biddingo prior to the proposal due date and time.

1 INTRODUCTION AND OVERVIEW

The Boards of Administration for the City of San Jose Federated City Employees' Retirement System and the Police & Fire Department Retirement Plan ("Boards") are seeking proposals from qualified medical services firms ("Proposer") who specialize in disability medical evaluations to provide advisory and/or comprehensive disability case management services.

The Office of Retirement Services ("ORS") in coordination with the Boards processes approximately 50 disability applications each year and requires the services of an established disability medical evaluation services firm with proven expertise in disability assessments to:

1. Sort and organize medical records provided by ORS in chronological order;
2. Prepare a summary of records;
3. Aid in the determination and selection of the appropriate medical specialist to evaluate the applicant's claimed disability;
4. Provide access to a comprehensive network of examining physicians covering a broad range of medical specialties;
5. Schedule Independent Medical Examinations ("IME") with appropriate examining physicians;
6. Provide prompt, clear, concise, written reports from IME in accordance with Board requirements;
7. Attend Disability Committee or Board meetings as an expert witness, as necessary; and
8. Provide additional services including Medical Record Only Evaluations and Medical Exam During Disability Retirement.

Successful Proposer(s) may bid for any or all of the component services listed above. ORS intends to select one or more pre-qualified firms to utilize on an as-needed basis.

The Term of Agreement will be six (6) years with four (4) one-year options to extend; contract will have standard termination provision. Proposers currently under contract to provide disability services to the Boards must submit proposals if they wish to continue to provide services or to reduce or expand the scope of services provided.

This solicitation package contains all of the information and documents necessary to prepare and submit a responsive proposal. Proposers are cautioned to read all of the documentation provided and are responsible for complying with all requirements identified herein.

The Boards, in its sole discretion, may reject any or all proposals received.

Throughout this document, the term "City" is used synonymously with "ORS."

2 BACKGROUND

The Federated City Employees' Retirement System ("Federated") and the Police and Fire Department Retirement Plan ("Police & Fire") are defined benefit retirement plans serving about 11,100 and 4,700 members, of which over 4,600

and 2,600 are retirees for the System and the Plan, respectively. Both pension plans provide disability retirement benefits to qualified members as described in the San José Municipal Code. The Boards each have a Disability Retirement Committee, which meets monthly, as well as monthly Board meetings. The Boards have adopted Disability Retirement Rules and Procedures referred to below.

Upon receipt of an application for disability retirement, the Boards, through its staff and consultants, must determine:

1. Whether an applicant is permanently incapacitated from satisfactorily performing the usual and customary duties of their job classification;
2. Whether an applicant's incapacity is the result of injury or disease arising out of, or in the course of, their employment with the City of San Jose and a member of the Federated or Police and Fire plans;

Currently, ORS utilizes a service provider to sort medical records, provide records summaries, schedule IMEs, and IME reporting. The IME report provides an opinion as to the applicant's permanent work restrictions, if any, and whether the disability is service connected. ORS refers all disability applicants for an IME examination, in person or virtual by mutual agreement of the physician and applicant. The IME physician may be required to attend a Disability Committee meeting or Board Hearing. Since the implementation of the current disability review process in January 2023, IME physician attendance has not yet been required at a Committee or Board meeting. The goal of ORS staff is to present a complete disability package to the applicable Board within 9 months of the date of application.

Federated System Disability Rules and Procedures: www.sjretirement.com/Resources/cc7adac6-60e8-4b97-a4bc-1053051fb138/Federated%20Disability%20Retirement%20Rules%20and%20Procedures.pdf

Police and Fire Plan Disability Rules and Procedures: www.sjretirement.com/Resources/1c834275-7176-473a-9bbc-da0b1c5c8efb/PF%20Disability%20Retirement%20Rules%20and%20Procedures.pdf

San José Municipal Code: www.sjretirement.com/about-us/municipal-code/

3 DESIRED QUALIFICATIONS

It is preferred that Proposers meet the following desired qualifications:

1. Experience providing disability medical evaluation services as independent medical evaluators with expertise in occupational medicine for purposes of evaluating disability retirement applicants.
2. Personnel assigned to ORS' account located within the United States and with experience advising employers or retirement systems on disability-related issues.
3. Examining physicians used for disability medical evaluations licensed with the Medical Board of the State of California and available to meet in person with disability applicants in San Jose or the surrounding area.

Failure to meet these desired qualifications will not result in disqualification but may result in lower scores.

4 SCOPE OF WORK

See Attachment A, Scope of Services and Requirements, for further details.

5 TERM OF AGREEMENT

It is anticipated that the initial term of the agreement resulting from this solicitation will be six (6) years with four (4) one-year options to extend.

6 HOW TO OBTAIN THIS RFP

- A. This solicitation may be downloaded from the Biddingo solicitation posting system at <http://www.biddingo.com/sanjose>. You may also access this solicitation, along with other City of San José solicitations, at <https://www.sanjoseca.gov/your-government/departments-offices/finance/purchasing/bid-opportunities>.
- B. Vendors wishing to respond to this solicitation must register with Biddingo at <http://www.biddingo.com/sanjose>. If you have a problem registering, contact Biddingo directly at (800) 208-1290 or by email to info@biddingo.com.
- C. All addenda and notices related to this procurement will be posted by the City on Biddingo. In the event that this solicitation is obtained through any means other than Biddingo, the City will not be responsible for the completeness, accuracy, or timeliness of the final solicitation document.
- D. Prospective subcontractors should note that once registered with Biddingo, they may view all organizations (with name and contact information) who download the solicitation document.
- E. There is no cost to the vendor to register, receive notifications, or submit responses for City of San José solicitations using Biddingo.

7 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

- A. All questions and inquiries regarding this solicitation (including, but not limited to, questions about the products or services to be procured, any discrepancies or omissions, or requests for clarifications) must be made through the Question and Answer portal on Biddingo. The City will provide a written response to all questions in the form of an Addendum. Questions answered on the Biddingo Question and Answer portal shall be considered addenda to this solicitation.
- B. 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 solicitation or should there be a need to clarify this solicitation, requests for clarification should be submitted online through Biddingo.

8 OBJECTIONS

- A. Any objections as to the structure, content, or distribution of this RFP must be submitted through the Question and Answer portal on Biddingo. Objections must be as specific as possible and must identify the RFP section number and title, as well as a description and rationale for the objection.
- B. All objections, questions, and inquiries pertaining to this RFP must be received by the Deadline for Questions and Objections specified on the cover sheet.

9 PROPOSAL SUBMITTAL REQUIREMENTS

- A. To expedite the evaluation process, each proposal response should be organized in accordance with the information included in this bid document. Proposals that do not follow the specified format or fail to provide the required documentation will receive lower scores or, if found to be non-responsive, may be disqualified. In the event of a conflict between any of the proposal documents, resolution thereof shall be in the ORS's sole discretion.
- B. Vendors shall use the forms provided by the ORS to provide RFP responses in the areas indicated. Do not attempt to override or bypass spreadsheet functionality or modify ORS-provided forms in providing responses.
- C. **Delivery/Electronic Submission:**
 - 1. All responses to this solicitation must be submitted electronically through Biddingo. Bid responses are secure and are not accessible by anyone but the bidder until after the bid end date and time indicated in this solicitation.
 - 2. Proposers must submit all required documentation. Upload required forms and documentation through Biddingo and submit with your solicitation response.
 - 3. All documents attached to your bid submittal will be scanned for viruses upon upload. The time required to scan uploaded documents may vary depending on document type, size, etc. and can take up to a few minutes for very large files. It is the sole responsibility of the vendor to ensure that their entire solicitation response is uploaded and submitted prior to the specified solicitation closing date and time so please allow sufficient time to complete this process and/or seek assistance from Biddingo if necessary.
 - 4. Any questions regarding how to upload attachments or submit a response through Biddingo should be directed to Biddingo at (800) 208-1290 or by email to info@biddingo.com.
 - 5. **Please note: Attaching documentation to the bid will not automatically submit your bid. You must click the SUBMIT button before your bid response will be submitted.**
 - 6. Proposers may modify their electronic responses prior to bid close; however, please note that if you modify a submitted response, be sure that you **resubmit** it prior to the bid closing date and time. It is the sole responsibility of the vendor to ensure that their entire solicitation response is submitted prior to the solicitation closing date and time.

7. The ORS is not responsible for any late or incomplete submissions, including those due to technical issues with Biddingo. It is recommended that bidders allow sufficient time to seek assistance from Biddingo in the event there are unforeseen issues that affect the bidder's ability to upload and submit their solicitation response.
8. The ORS must receive your response to this RFP electronically through Biddingo by the specified proposal due date and time for your proposal to be considered.
9. **Until you receive an electronic receipt for your bid submission, you have not submitted your bid.**

D. **Formatting:** Proposals must be in Times New Roman, Arial, or some similar, easily readable font. The size of the font cannot be smaller than 11 point, and margins should be 1 inch or more. If applicable, include a table of contents that identifies the page numbers for each section of the proposal. All pages should be consecutively numbered and correspond to the table of contents.

E. **RFP & Submittal Checklist:** See the RFP & Submittal Checklist Section for additional details and response requirements.

10 SELECTION PROCESS AND EVALUATION CRITERIA

10.1 SELECTION PROCESS

- A. Proposal responses will be evaluated as outlined in this Section.
- B. Proposal Responsiveness: Proposals will be examined to ensure that the proposer submitted all required elements and is responsive to any technical specifications and minimum qualifications (if applicable).
- C. ORS staff will evaluate and score proposal submissions. Subject matter experts from outside the ORS may also be on the evaluation team or participate during oral interviews (if applicable).
- D. The ORS reserves the right to rely on information from sources other than the information provided by the respondents.
- E. If oral interviews are held, ORS staff and subject matter experts will interview the top proposers based on the interim proposal scores (Total Score Without Oral Interview). The final scoring and ranking will be based on the Total Score With Oral Interview.
- F. Award will be made to the highest scoring/ranking responsive and responsible proposer(s) in accordance with this Section.
- G. Final award shall be contingent upon the selected vendor(s) accepting the ORS's Standard Terms and Conditions and Insurance Requirements in substantial conformance to Attachments B and C of this RFP.

H. The selected vendor(s) shall provide proof of insurance (certificate of insurance) meeting the specified Insurance Requirements prior to contract execution.

I. Should the selected vendor(s) fail to execute the agreement or provide proof of insurance as required herein, the ORS shall have the right to seek legal remedies against the vendor, including forfeiture of any proposal bond, for damages. The ORS shall also have the right to terminate negotiations with the selected vendor(s) and commence negotiations with the next highest ranked responsive and responsible proposer(s).

11 BEST AND FINAL OFFER (BAFO)

- A. A Best and Final Offer (BAFO) may be held with one or more finalist(s) if additional information or clarification is necessary to make a final decision. The BAFO may allow finalist(s) to revise some or all of their original submittals based on additional information provided by the City.
- B. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time by which the BAFO is to be submitted. After receipt of BAFO responses, scores may be adjusted based on the new information received.
- C. The City will request only one BAFO unless the City's Purchasing Officer determines that another BAFO is warranted.
- D. Proposers are cautioned that the issuance of a BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there will be an additional opportunity to amend their Proposals after the original submission. Proposers may not request an opportunity to submit a BAFO.

12 GROUNDS FOR DISQUALIFICATION

- A. All solicitation respondents are expected to have read and understand the "Procurement and Contract Process Integrity and Conflict of Interest," Section 7 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014. A complete copy of the Resolution 77135 can be found at: <https://www.sanjoseca.gov/home/showdocument?id=19565>.
- B. Any vendor who violates this policy will be subject to disqualification. Generally, the grounds for disqualification include:
 - 1. Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact or Purchasing Officer from the time of issuance of this solicitation until the end of the protest period.
 - 2. Evidence of collusion, directly or indirectly, among vendor respondents in regard to the amount, terms, or conditions of this solicitation or their respective responses.

3. Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.
4. Evidence of submitting incorrect information in response to a solicitation or misrepresenting or failing to disclose material facts during the evaluation process.

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

1. Offering gifts or souvenirs, even of minimal value, to City officers or employees.
2. Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the City.
3. Evidence of respondent's inability to successfully complete the responsibilities and obligations of the proposal.
4. Respondent's default under any City contract resulting in termination.
5. Evidence of any wage theft judgements as described in the Certification Form.

13 CONFLICT OF INTEREST

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

- A. The proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFP.
- B. Proposer(s) may not have any interest in any potential proposers for future City procurements that may result from the work performed under the agreement resulting from this RFP.

14 GENERAL INFORMATION

- A. The City reserves the right to waive any informality or irregularity in any response. Additionally, the City may, for any reason and at its sole discretion, decide not to award a contract as a result of this solicitation or to cancel the solicitation altogether. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by submission of the proposal.
- B. The City is not required to accept the lowest submitted priced. Responses will be evaluated to determine the most advantageous (best value) proposal on a variety of factors including, but not limited to, price, design, quality, features, and performance.

- C. The City reserves the right to accept or reject any item(s) or groups of items in a response and may elect to award by line item(s) if it is found to be in the City's best interest to do so.
- D. The City also reserves the right, in its sole discretion, to make multiple awards. In the event the City elects to make multiple awards, awards will be made in rank order starting with the highest ranked vendor based on the selection criteria established for this solicitation.
- E. In the event any respondent to this solicitation cannot meet a specified budget requirement, the City reserves the right to award to the next highest ranked vendor in accordance with the selection criteria set forth for this solicitation.
- F. The City reserves the right to verify any information provided during the solicitation process and may contact any provided references or any other persons or entities known to have contracted with the responding vendor.
- G. The City may require audited financial statements as certified by an independent Certified Public Accountant. Do not submit these documents unless they are requested.
- H. The laws of the State of California shall govern this solicitation process and any resulting agreements, including any required vendor agreements for subscriptions, licensing, maintenance, support, hosting, etc.
- I. All goods and services provided to the City by the successful vendor shall comply with all City policies, rules, and regulations which may be in effect during the term of the agreement, as well as all applicable federal, state, and local statutes, ordinances, and regulations. The successful vendor is also required to comply with all applicable equal opportunity laws and regulations.
- J. The City shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including, but not limited to, costs incurred in the preparation or submission of solicitation responses. The City shall be held harmless and free from any liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this solicitation.
- K. All products (if applicable) must be of new, unused condition, unless otherwise requested in this solicitation.
- L. Failure to carefully read and understand this solicitation in its entirety, including all accompanying documentation, may cause response submittals to be out of compliance or rejected by the City or may legally obligate the respondent to more than it intends or realizes.
- M. Information obtained by any vendor respondent from any officer, agent, or employee of the City shall not affect the risks or obligations assumed by the vendor or relieve the vendor from fulfilling any of these solicitation conditions or any subsequent contract conditions.

- N. Only the response format specified in this solicitation will be accepted as compliant for submitted responses. Failure to fully complete and submit all required forms and documentation may result in disqualification.

10.2 EVALUATION CRITERIA AND WEIGHTING

		Score Without Oral Interview	Score With Oral Interview
Proposal Responsiveness	Pass/Fail		
General Requirements		30%	25%
Experience and Qualifications		20%	15%
Quality of the Proposed Team		20%	15%
Cost Proposal		20%	15%
Oral Interview			20%
Local Business Enterprise		5%	5%
Small Business Enterprise		5%	5%
TOTAL SCORE		100%	100%

16 PUBLIC NATURE OF PROPOSAL MATERIAL

- A. All materials submitted in response to this solicitation shall become a public record and retained as property of the City of San José. These materials are subject to disclosure under the State of California Public Records Act (California Government Code Section 7920 et seq). There are limited and narrow exceptions to this disclosure requirement.
- B. Do **NOT** include confidential or proprietary information in your response material as it may be disclosed if requested by any member of the public.
- C. If you must include confidential or proprietary information that you believe is exempt from disclosure, you must (1) clearly mark the specific information as "Confidential," "Trade Secret," or "Proprietary;" (2) state the specific provision in the Public Records Act that provides the exemption; and (3) provide the factual basis for claiming the exemption in each specific instance.
- D. In the event you claim such an exemption, you must include a redacted version of your submission and state in the submission the following: "[insert Respondent Name] shall indemnify the City and the City's officers, employees, and agents and hold them harmless from any claim or liability and defend against any action brought against the City for City's refusal to disclose trade secrets or other proprietary or

confidential information contained in [insert Respondent Name]'s solicitation response to any person making a request. This indemnification obligation shall be through the term of the City's Records Retention Schedule which is four (4) years after the date of award or cancellation of this solicitation for non-awarded vendors and four (4) years after contract termination for awarded vendors."

- E. Failure to meet the requirements set forth in Sections C and D above shall constitute a waiver of your right to exemption from disclosure.
- F. Any material which contains language purporting to render all or significant portions of the submission "Confidential," "Trade Secret" or "Proprietary," or fails to provide the exemption information required above will be considered a public record in its entirety.
- G. Although the California Public Records Act recognizes that certain confidential or proprietary information may be protected from disclosure, the City of San José may not be able to establish that the information is a trade secret or otherwise proprietary. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide the respondent who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.
- H. The City will not disclose any part of any response before it announces a Recommendation of Award or Notice of Intended Award on the grounds that there is a substantial public interest in not disclosing responses during the evaluation process. After the announcement of a Recommendation of Award or Notice of Intended Award, all responses received to this solicitation will be subject to public disclosure.

17 PROTESTS

- A. If an interested party wants to dispute the award recommendation, they must submit their protest in writing to the Department Director or Designee no later than ten (10) calendar days after the Recommendation of Award is published, detailing the grounds, factual basis, and providing all supporting information. Protests will not be considered for disputes of requirements or specifications, which must be addressed in accordance with the Objections Section above. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.
- B. Protests must be addressed to the following:

City of San José - Office of Retirement Services
Attention: John Flynn
1737 N. First Street, Suite 600
San José, CA 95112

Protests may be submitted by email to john.flynn@sanjoseca.gov, with a copy to the RFP Procurement Contact specified for this solicitation.

The awarded vendor(s) must comply with the [San José Municipal Code Chapter 4.76](#) with respect to the payment of any applicable City Business Tax prior to the commencement of work. Contact Finance/Revenue Management by phone at (408) 535-7055 or businesstax@sanjoseca.gov to determine applicable tax costs. Additional information about the business tax and registration process can be found on the City's website at <https://www.sanjoseca.gov/your-government/departments-offices/finance/business-tax-registration>.

15 LOCAL AND SMALL BUSINESS ENTERPRISE PREFERENCE (LBE/SBE) (if applicable)

- A. Chapter 4.12 of the San José Municipal Code provides a preference for Local and Small Businesses in the procurement of goods and services that are not specifically precluded from these preferences.
- B. If the basis of an award is price determinative (awarded to the low bidder), the amount for the preference shall be 2.5% of cost for local and an additional 2.5% of cost for small.
- C. If the basis of an award is evaluative (awarded to the best value respondent), the amount of preference shall be 5% of total points for local and an additional 5% of total points for small.
- D. To be considered for Local and Small Business Enterprise Preference, you must complete the Request for Local and Small Business Enterprise Preference Form and submit it with your solicitation response. Vendors who fail to complete and submit the Request for Local and Small Business Enterprise Preference Form with their solicitation response will not be considered for the preference. This information cannot be submitted after the specified solicitation response submittal deadline.
- E. To receive the LBE preference, you must have both of the following:
 1. **A valid San José Business Tax Certificate Number:** The business tax certificate number below should match to the address and business name for which the preference is being claimed and must be current as of the proposal due date. Vendors should verify their information through the City's Business Tax Lookup at <https://www.sanjoseca.gov/your-government/departments-offices/finance/business-tax-registration/business-tax-lookup> prior to submittal.
 2. **A legitimate business presence in Santa Clara County with at least one full time employee:** The City has interpreted a legitimate business presence to require:
 - the local address for which the preference is being requested is of a commercial nature and the primary purpose of the location is to serve as a principal, regional, branch, or satellite business office; or

- in the case of a business located in a residential dwelling, the business must either be a valid home occupation as an incidental use of the business owner's primary dwelling, or the residential dwelling is exclusively used for a commercial nature and the primary purpose of the location is to serve as a principal, regional, branch or satellite business office.

- F. The City reserves the right to request additional documentation and supporting information to confirm that the preference should be applied, including, but not limited to, lease agreements, proof of payments, employee information, signage, website, and location
- G. **You must first qualify as an LBE to qualify for the SBE Preference.** If you receive the LBE preference and the total number of employees for your firm (regardless of where they are located) is 35 or fewer, you also qualify to receive the SBE preference.
- H. The preference shall only be considered for the prime respondent(s). However, in the event that the responding firm is a Joint Venture (JV) or Partnership as indicated on the Response Certification Form, the local preference shall apply if any one of the firms in the JV or Partnership meets the definition for a Local Business Enterprise. In order for a JV or Partnership to be considered for the Small Business Enterprise Preference, the aggregate of all of the employees that make up the JV or partnership must meet the definition for a small business.
- I. Refer to the Request for Local and Small Business Enterprise Preference Form for additional details.

19 CALIFORNIA SECRETARY OF STATE REGISTRATION

Awarded vendor(s) must have and maintain an active registration and be in good standing with the [California Secretary of State](#) to conduct business with the City of San José or provide a letter to the City citing the provisions under California law upon which they are exempt from registering with the California Secretary of State. This will be verified by the City prior to contract execution.

20 ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

- A. 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. The EPP policy may be found on the City's website at <http://www.sanjoseca.gov/home/showdocument?id=1268>.
- B. In accordance with the EPP policy, vendors are encouraged to offer Energy Star, Green Seal, EcoLogo, or EPEAT certified products as applicable. The City also suggests that proposers offer products and services that are produced or delivered with minimal use of virgin materials, maximum use of recycled materials, and reduced waste, energy usage, water utilization, and toxicity in the manufacture and use of products.

- C. Vendors are encouraged to offer Energy Star certified products, products that meet FEMP (Federal Energy Management Program) standards for energy consumption, and products that are produced with recycled materials, where appropriate, unless otherwise specified in this solicitation.

21 OTHER PUBLIC AGENCY PURCHASES

It is intended that other public agencies be permitted to purchase under the same terms resulting from this procurement. Any participating public agency shall accept sole responsibility for placing orders, arranging deliveries and/or services, and making payments to the vendor. The City of San José will not be liable or responsible for any obligations, including but not limited to, financial responsibility in connection with participation by other public agencies.

22 RFP DOCUMENTS & SUBMITTAL CHECKLIST

A Scope of Services and Requirements

This document provides details regarding the Retirement Plans' scope of work and requirements for this RFP.

List of Attachment

	File	Description	Reattachment Required	Limited Preview
1	Attachment A Scope of Services.pdf	Attachment A: Scope of Services		
2	Attachment A(1) Cover Letter.pdf	Attachment A(1): Cover Letter Example		
3	Attachment A(2) Guidelines.pdf	Attachment A(2): Guidelines Example		

B City's Standard Terms and Conditions

City's Standard Terms and Conditions that will be the basis for any resulting agreement.

List of Attachment

	File	Description	Reattachment Required	Limited Preview
1	Attachment B City's Standard Terms and Conditions (ORS).pdf	Attachment B: City's Standard Terms and Conditions (ORS)		

C Insurance Requirements

The City's Insurance Requirements for which the successful vendor(s) will be required to provide proof of coverage prior to contract execution.

List of Attachment

	File	Description	Reattachment Required	Limited Preview
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- 1 [Attachment C Insurance Requirements.pdf](#) Attachment C: Insurance Requirements

D General Requirements
General requirements for this RFP

List of Attachment

File	Description	Reattachment Required	Limited Preview
1 Attachment D General Requirements.pdf	Attachment D: General Requirements		

- 1 Response Certification Form

Complete, sign, and submit with your solicitation response. This Certification Form must be submitted with your proposal response.

List of Attachment

File	Description	Reattachment Required	Limited Preview
1 Form 1 - Response Certification Form.pdf	Form 1: Response Certification Form	Y	

- 2 Request for Local and Small Business Enterprise Preference Form (if applicable)

Complete and submit with response if requesting the preference. This form will not be accepted after the proposal submittal deadline.

List of Attachment

File	Description	Reattachment Required	Limited Preview
1 Form 2 - Request for Local and Small Business Preference.docx	Form 2: Request for Local and Small Business Preference		

- 3 Exemplar Agreement Acknowledgement Form

Complete, sign, and submit with proposal response.

List of Attachment

File	Description	Reattachment Required	Limited Preview
1 Form 3 - Exemplar Agreement Acknowledgement Form.docx	Form 3: Exemplar Agreement Acknowledgement Form	Y	

- 4 Insurance Requirements Acknowledgement Form

Complete, sign, and submit with proposal response.

List of Attachment

	File	Description	Reattachment Required	Limited Preview
1	Form 4 - Insurance Requirements Acknowledgement Form.docx	Form 4: Insurance Requirements Acknowledgement Form	Y	
5	Customer Reference Form			

Complete and submit 3 customer references (using this form) with your proposal response.

List of Attachment

	File	Description	Reattachment Required	Limited Preview
1	Form 5 - Customer Reference Form.docx	Form 5: Customer Reference Form	Y	
6	Proposer Questionnaire			

Complete and submit with your proposal response.

List of Attachment

	File	Description	Reattachment Required	Limited Preview
1	Form 6 - Proposer Questionnaire.docx	Form 6: Proposer Questionnaire	Y	
7	Cost Proposal Form			

Complete and submit with your proposal response.

List of Attachment

	File	Description	Reattachment Required	Limited Preview
1	Form 7 Cost Proposal Form.pdf	Form 7: Cost Proposal Form	Y	



Office of Retirement Services

Federated City Employees' Retirement System
Police and Fire Department Retirement Plan

[Date]

[Doctor's Name]

[Vendor Name]

[Vendor Address]

[Vendor Address]

Re: City of San Jose Police and Fire Department Retirement Plan
Application for Service-Connected Disability Retirement by John Smith

BODY PARTS: back, left knee, right knee

Relevant Date: April 2024

Dear Dr. [Name]:

The Board of Administration of the City of San Jose Police and Fire Department Retirement Plan requests that you review and evaluate the application for a service-connected disability filed by John Smith, Mr. Smith was born in 1973, was hired by the San Jose Fire Department in 2000, and separated from City service in April 2024.

The Board of Administration requests that you prepare a written evaluation report in accord with this letter and the attached guidelines. Set forth at the end of the guidelines are the questions that we request that you answer in your report.

Please note that the Board of Administration's requirements differ from those of the Workers Compensation Appeals Board and other public retirement systems. The San Jose Municipal Code sets forth the "law" for this application, i.e., the requirements that an applicant for a disability retirement must meet. The law for the workers' compensation system or for other public retirement systems, such as the County Employees Retirement Law or the Public Employees Retirement Law, is not applicable to the application and should not be referenced in your report.

While we understand that you may have prepared many reports of this type in the past, we would nonetheless respectfully request that you take a few minutes and read this letter and the guidelines. Our rules and requirements may differ from those with which you are familiar. If, after reading this letter and the accompanying guidelines, you have any questions, please contact me at your earliest convenience and prior to beginning any work on this application.

Our goal has been to provide you with all of the relevant records for your review. If, as you review the records, you discover that there are significant records that have not been provided to you, please contact me immediately. We will do our best to provide them to you as soon as possible.

We request that you review all of the relevant records for each body part or condition. We request that, after you review the records, you conduct an in-person physical examination of the applicant within the scope of your specialty.

You may have prepared workers' compensation reports in the past. Please note that our standards as set forth in the guidelines differ from those of the workers' compensation system. For example, we look to the underlying event or disease state, rather than to the employee's first report of symptoms. We do not consider an applicant's condition to be permanent if the applicant has refused reasonable treatment. And, unlike workers' compensation, we do not use presumptions, i.e., we do not presume or conclude that cancer or a heart condition was caused by the job.

Attached to this letter are (1) our guidelines, and (2) applicable provisions from the San Jose Municipal Code.

We look forward to working with you. Please contact me if you have any questions. Thank you for your assistance.

Sincerely,

/s/

[Disability Counsel Name]
Disability Counsel

**CITY OF SAN JOSÉ
RETIREMENT SYSTEMS**

***GUIDELINES FOR PREPARATION OF
EVALUATION REPORTS CONCERNING
APPLICATIONS FOR DISABILITY RETIREMENT***

The Board of Administration requests that you use the following guidelines in preparing your evaluation report. The San José Municipal Code sets forth the “law” for this application. The law for the workers compensation system is not applicable to the application and should not be referenced in your report. For example, unlike workers compensation, we do not use presumptions, i.e., we do not presume or conclude that cancer or a heart condition was caused by the job.

Questions and Relevant Date. At the end of these guidelines, we identify the part(s) of the body or condition(s) for your evaluation, and we list the questions we request you answer. We also indicate the “Relevant Date”, i.e., the date as to which we request you direct your answers.

Evaluation Goals. Our goal is to obtain your conclusions and reasoning on two issues, (1) whether, as of the Relevant Date, it was medically appropriate to provide for the applicant work restrictions that were permanent or for an extended duration of twelve months or more and (2) assuming the applicant had such work restrictions as of the Relevant Date, whether the applicant’s employment with the City of San José contributed in a real and measurable way to the medical situation to which the work restrictions relate.

Evaluation Goal One: Work Restrictions that are Permanent or of Extended Duration of at least Twelve Months. By “work restrictions” for purposes of your report, we mean the specific physical or psychological limitations, such as a work restriction of no climbing or no keyboarding or no kneeling, applicable to the applicant as of the Relevant Date. By “permanent or extended duration of at least twelve months,” we mean that the applicant has reached maximum medical improvement. Factors sometimes inconsistent with a conclusion of “permanent or extended duration” include (1) the applicant was working full duty without work restrictions at or close to the Relevant Date or (2) the applicant did not seek treatment for the body part or condition near the date of occurrence or (3) the applicant was not receiving treatment as of the Relevant Date. **Please do not use workers compensation concepts in deciding the issue of permanent work restrictions.**

Evaluation Goal Two: Employment Connection: “Real and Measurable” Standard. Assuming you conclude that the applicant was subject to permanent work restrictions as of the Relevant Date, we request that you answer the additional questions listed below on whether the applicant’s employment with the City of San José contributed in a “real” and “measurable” way to the applicant’s permanent work restrictions.

By “real” we mean that the applicant’s employment with the City of San José contributed to the applicant’s work restrictions in a way that was concrete as opposed to speculative and that was

confirmed in employment records, such as an Employer's First Report or a Doctor's First Report. We understand that, for certain diseases, there may be reliable studies in the medical literature that confirm a "real" linkage between the applicant's job exposures and the applicant's disease or injury.

By "measurable" we mean there are objective medical findings or a sufficient mix of objective and subjective medical findings that connect the applicant's activities on the job to the applicant's disease or injury.

The terms "real and measurable" in combination mean that the applicant's employment with the City of San José was a substantial contributor to the applicant's permanent work restrictions. The applicant's employment, however, does not need to be the primary or predominant contributor to the applicant's permanent work restrictions, only a substantial contributor.

Please use in your report a phrasing such as "real and measurable contribution" when discussing whether the applicant's employment with the City of San José contributed to the applicant's work restrictions.

For those injuries or illnesses which occurred or arose prior to the applicant's employment with the City of San José, please indicate whether the applicant's employment with the City aggravated in a real and measurable way the applicant's pre-existing condition.

Please note that, if there was a natural progression of a disease or injury such that the applicant would have developed the same symptoms requiring the same or similar work restrictions, even if the applicant had never worked for the City, then the applicant's employment with the City of San José did not contribute in a real and measurable way to the applicant's work restrictions. **Please do not use workers compensation concepts in deciding employment connection.**

General Observations: Burden of Persuasion; Not Benefit of the Doubt.

In deciding whether an applicant has permanent work restrictions and whether those work restrictions are employment-connected, please remember that the applicant bears the burden of persuasion. In some cases there may not be any medical or employment documentation on a part of the body or condition, in which case the applicant has not met his or her burden of persuasion.

While we understand that you will have to make judgment calls on complex medical issues, we ask that you not give the benefit of the doubt to the applicant on any issue.

Evaluation Report

- **Clear and Specific Conclusions; Clear and Detailed Explanations.** We ask that you present your conclusions clearly. We also ask that you set forth your reasoning and explanation for each of your conclusions. A reference to your experience and expertise by itself without a detailed reference to the relevant medical facts of the application is insufficient.

- **Reports.** Among the reports included for your review may be ones written after the Relevant Date. Please consider such a report only insofar as the analysis in the report is focused on or before the Relevant Date.
- **Cumulative Trauma and Service Connection.** Some of our prior medical evaluators have noted the evolving medical understanding of the concept of cumulative trauma. If you are basing your conclusion on cumulative trauma, we request that you set forth your reasoning in detail.
- **References to the Medical Literature.** We request that, to the degree you consider it appropriate, you include in your report citations to the medical literature.

Questions to be Answered in Your Report

1. Examinee: John Smith
2. Parts of the body to be evaluated: back, left knee, right knee
3. Relevant Date for your evaluation: April 2024
4. Examinee's job classification: fire engineer
5. Although we list the questions below by body part, if you conclude that one body part, for example, the neck, is the cause of symptoms in another body part we have listed, then please only answer the questions for the body part that is the source of the symptoms.
6. If you do not conclude that permanent work restrictions are appropriate for any body part, we request that you explain your conclusions by answering the questions for permanent work restrictions for each body part.
7. If you do find permanent work restrictions for one or more body part, please complete all of the questions for each of those body parts, but do not complete any of the questions for the other body parts.

Back: Permanent Work Restrictions as of the Relevant Date

1. As the relevant date, what was the appropriate diagnosis for the examinee's back condition?
2. Has the examinee's back condition reached permanent status or a status where, even with on-going treatment, improvement is not expected, i.e., maximum medical improvement? Please explain.
3. What permanent work restrictions, if any, were appropriate in your opinion for the examinee as of the relevant date with respect to the back condition? Please explain. Please

discuss and distinguish any contrary medical opinions.

Back: Employment Connection as of Relevant Date

Please answer the following questions only if you have concluded that the examinee had permanent work restrictions for the back as of the relevant date.

1. Did the examinee sustain any specific work injuries and/or suffer cumulative trauma affecting the back that occurred while working for the City of San José? Briefly describe the treatment received. Did the examinee return to full duty from that injury? If you conclude that the examinee sustained cumulative trauma to the back, please describe the cumulative trauma.
2. Were the examinee's back symptoms as of the relevant date the result of an underlying disease condition, the natural progression of which would have resulted in the same symptoms even if the examinee had never worked for the City of San José? Please explain.
3. Were there non-work factors affecting the examinee's back as of the relevant date, e.g., age, genetics, family history, non-work hobbies, sport activities, or employment other than with the City of San José, of sufficient magnitude as to make the examinee's San José employment into an insubstantial contributor to the permanent work restrictions for the back?
4. Did the examinee's employment with the City of San José contribute, namely, result in or give rise to, in a real and measurable way to the permanent work restrictions for the back? Please explain.
5. Alternatively, did the examinee's employment with the City of San José aggravate, i.e., permanently worsen, in a real and measurable way the back condition and any underlying disease process, thereby resulting in permanent work restrictions for the back? Please explain.

Right Knee: Permanent Work Restrictions as of the Relevant Date

1. As of the relevant date, what was the appropriate diagnosis for the right knee?
2. Has the examinee's right knee condition reached permanent status or a status where, even with on-going treatment, improvement is not expected, i.e., maximum medical improvement? Please explain.
3. What permanent work restrictions, if any, were appropriate in your opinion for the examinee as of the relevant date with respect to the right knee? Please explain. Please discuss and distinguish any contrary medical opinions.

Right Knee: Employment Connection as of the Relevant Date

Please answer the following questions only if you have concluded that the examinee had permanent work restrictions for the right knee as of the relevant date.

1. Did the examinee sustain any specific work injuries and/or suffer cumulative trauma affecting the right knee that occurred while working for the City of San José? Briefly describe the treatment received. Did the examinee return to full duty from that injury? If you conclude that the examinee sustained cumulative trauma to the right knee, please describe the cumulative trauma.

2. Were the examinee's right knee symptoms as of the relevant date the result of an underlying disease condition, the natural progression of which would have resulted in the same symptoms even if the examinee had never worked for the City of San José? Please explain.

3. Were there non-work factors affecting the examinee's right knee as of the relevant date, e.g., age, genetics, family history, non-work hobbies, sport activities, or employment other than with the City of San José, of sufficient magnitude as to make the examinee's San José employment into an insubstantial contributor to the permanent work restrictions for the right knee?

4. Did the examinee's employment with the City of San José contribute, namely, result in or give rise to, in a real and measurable way to the permanent work restrictions for the right knee? Please explain.

5. Alternatively, did the examinee's employment with the City of San José aggravate, i.e., permanently worsen, in a real and measurable way the right knee condition and any underlying disease process, thereby resulting in permanent work restrictions for the right knee? Please explain.

Left Knee: Permanent Work Restrictions as of the Relevant Date

1. As of the relevant date, what was the appropriate diagnosis for the left knee?

2. Has the examinee's left knee condition reached permanent status or a status where, even with on-going treatment, improvement is not expected, i.e., maximum medical improvement? Please explain.

3. What permanent work restrictions, if any, were appropriate in your opinion for the examinee as of the relevant date with respect to the left knee? Please explain. Please discuss and distinguish any contrary medical opinions.

Left Knee: Employment Connection as of the Relevant Date

Please answer the following questions only if you have concluded that the examinee had permanent work restrictions for the left knee as of the relevant date.

1. Did the examinee sustain any specific work injuries and/or suffer cumulative trauma affecting the left knee that occurred while working for the City of San José? Briefly describe the treatment received. Did the examinee return to full duty from that injury? If you conclude that the examinee sustained cumulative trauma to the left knee, please describe the cumulative trauma.

2. Were the examinee's left knee symptoms as of the relevant date the result of an underlying disease condition, the natural progression of which would have resulted in the same symptoms even if the examinee had never worked for the City of San José? Please explain.

3. Were there non-work factors affecting the examinee's left knee as of the relevant date, e.g., age, genetics, family history, non-work hobbies, sport activities, or employment other than with the City of San José, of sufficient magnitude as to make the examinee's San José employment into an insubstantial contributor to the permanent work restrictions for the left knee?

4. Did the examinee's employment with the City of San José contribute, namely, result in or give rise to, in a real and measurable way to the permanent work restrictions for the left knee? Please explain.

5. Alternatively, did the examinee's employment with the City of San José aggravate, i.e., permanently worsen, in a real and measurable way the left knee condition and any underlying disease process, thereby resulting in permanent work restrictions for the left knee? Please explain.

ATTACHMENT A - SCOPE OF SERVICES AND REQUIREMENTS

Successful Proposer(s) may bid for any or all of the component services listed below by so indicating in their response to question 1.2.1 in the Proposer Questionnaire.

- 1. Pre-Medical Evaluation Services:** The Proposer will provide pre-examination services to assess the medical information available regarding each applicant's claims for disability. These services shall include, but not necessarily be limited to:
 - a. Provide a secure file transfer protocol for transfer of medical record files and confidential materials between the Office of Retirement Services ("ORS") and Proposer.
 - b. Sort and organize medical records provided by ORS in chronological order.
 - c. Prepare a summary of records.
 - d. Aid in the determination and selection of the appropriate medical specialist to evaluate the applicant's claimed disability.
 - i. ORS staff must make the final determination and selection of the appropriate medical specialist to evaluate the applicant's claimed disability. ORS staff will notify the Proposer when they have concerns on the recommendations.
- 2. IME Scheduling Services:** The Proposer will provide IME scheduling services including, but not necessarily limited to, the following:
 - a. Schedule appointments with licensed, regularly practicing, examining physicians. Examining physicians must meet the following qualifications:
 - a. Currently licensed with the Medical Board of the State of California, or possess equivalent licensing requirements if performing disability medical evaluations out-of-state;
 - b. In good standing with the Medical Board in applicable state; and
 - c. Medical certifications including board certification by the American Medical Association, the Medical Board of California, Osteopathic Medical Board of California, the California Board of Psychology in the field of Neurology, or other applicable certification based on the applicant's claimed disability.
 - b. Maintain records of all transactions and communications relating to each applicant's disability retirement application process.
 - c. Appointments may be scheduled in person with the IME physician or via telemedicine, upon mutual agreement between the physician and applicant.
 - d. Contact the applicant within 7 days after ORS has made final determination of IME specialty to schedule appointment.
 - e. Provide a courtesy reminder of the appointment within 72 hours of the appointment and inform ORS staff of unconfirmed appointments.
 - f. Reschedule missed or cancelled appointments as needed.
 - g. Schedule physician appointments with as-needed certified translators. ORS approval shall be obtained prior to scheduling the appointment. Medical firm may choose a translator from their existing roster, if needed.
- 3. IME Examination Services:** The Proposer will provide IME examination services including, but not necessarily limited to, the following:

Attachment A - Scope of Services and Requirements

Page 2 of 3

- a. Coordinate transfer of disability retirement packet and medical records to IME physician in advance of the IME appointment.
 - b. Provide IME with ORS “Cover Letter” and “Guidelines for Preparation of Evaluation Reports Concerning Applications for Disability Retirement” (“Guidelines”) prepared by ORS Disability Counsel in advance of IME appointment.
 - c. Obtain from the selected IME a summarized narrative report, utilizing ORS’ Cover Letter and Guidelines (see Attachments A(1) Cover Letter, and A(2) Guidelines), that shall contain the following:
 - i. Summarized history of the disease/injury, treatments, diagnostic findings, including current objective conditions;
 - ii. IME’s finding and a clear statement of conclusions and facts, reports, rationale, basis, and reasoning to support each conclusion reached; and
 - iii. An opinion regarding whether the applicant has permanent work restrictions and description of appropriate permanent work restrictions.
 - iv. An opinion regarding whether the applicant’s employment with the City of San Jose contributed in a “real” and “measurable” way to the applicant’s permanent work restrictions.
 - d. IME reports will be provided to ORS not more than 30 calendars days after the IME appointments.
4. **Post-Examination Services:** The Proposer will provide post-examination services including, but not necessarily limited to, the following:
- a. ORS may request “Supplemental IME Reports” if ORS receives new information or clarification of an IME report is required.
 - b. On occasion, an IME physician may be asked to attend a Disability Committee meeting or Board Hearing to provide expert testimony regarding the physician’s disability medical evaluation and report whether in person, telephonically, or virtually.

5. “Ad Hoc” Disability Medical Evaluation Services:

- a. Medical Record Evaluation Only Reports: In some instances, ORS may request a physician prepare a report based on review medical records only without performing a physical examination.

General Duties

The selected Proposer shall perform/handle the following general duties:

1. Treat all members and ORS’ information as confidential. This applies to all data created, gathered, generated, or acquired within the scope of the contract. Sensitive information inclusive of, but not limited to, members and beneficiaries must be kept confidential in accordance with HIPAA standards. The Proposer shall notify ORS immediately if there are

Attachment A - Scope of Services and Requirements

Page 3 of 3

any breaches to the confidentiality of confidential information. The breach of this agreement is subject to cancellation of contract and the selected Proposer being held liable for damages.

2. Maintain confidential any information resulting from this engagement except with written consent from the Chief Executive Officer (“CEO”) or designee, prior to the release of any such information. This includes, but will not be limited to, press releases, research, reports, and any publicity given to the selected Proposer for work provided under the resulting contract. ORS shall be credited as the sponsoring agency.
3. Refer all requests, reports, and all other communication that use ORS’ database through the CEO or appointed designee.
4. Notify ORS immediately of any anticipated changes in personnel assigned under the terms of this engagement. The Proposer shall submit resumes of any proposed replacement personnel and obtain written approval from ORS for any change in the personnel assigned to the work.
5. Notify ORS staff in writing in the event that any conflict of interest or possible conflict of interest is discovered regarding the provision of these services.

Standard City of San José Consultant Agreement

(Non-Capital Projects)

This Agreement is between the Board of Administration for the **Federated City Employees' Retirement System / Police and Fire Department Retirement Plan** ("Board"), and **[Insert Consultant's Legal Name]**, **[Insert Type of Business Entity]** ("Consultant").

This Agreement is made and entered into on the date that it is fully executed by the Parties ("Contract Date").

THE CITY AND CONSULTANT AGREE AS FOLLOWS:

1. AGREEMENT SCOPE

- 1.1 General:** This Agreement sets forth the terms and conditions under which the Consultant will provide professional consulting services to the City.
- 1.2 Exhibits:** This Agreement consists of this agreement form and the following exhibits, which are incorporated herein by reference:
- Exhibit A:** Scope of Basic Services
 - Exhibit B:** Compensation
 - Exhibit C:** Insurance Requirements
- 1.3 Chief Executive Officer (CEO):** "CEO" means the CEO of the Office of Retirement Services ("ORS") or the CEO's designee.
- 1.4 Business Days:** "Business Day" and "Business Days" means the day(s) on which the Office of Retirement Services is open to conduct business.
- 1.5 Entire Agreement:** This Agreement is the final, complete and exclusive understanding of the parties as to the matters contained herein. It supersedes all prior communications and understandings regarding such matters.
- 1.6 Amendments:** This Agreement may be modified only by a written amendment executed by the parties.

2. AGREEMENT TERM

The Agreement term is from the Contract Date to **[Insert Expiration Date]**, inclusive, unless terminated earlier pursuant to Section 19 below.

Consultant: [Insert Consultant's Name.]
 [Insert Month and Year of Agreement]

3. SCOPE OF SERVICES

- 3.1 Basic Services:** “Basic Services” means the services set forth in **Exhibit A**. The Consultant must perform the Basic Services to the CEO’s satisfaction.
- 3.2 Additional Services:** “Additional Services” means the following: (a) services that are included in the Basic Services but exceed the specified level of the Basic Services, or (b) services that relate but are not included in the Basic Services.
- 3.2.1 Authorization:** The Board will not compensate Consultant for any Additional Services without the CEO’s prior written authorization.
- 3.2.2 CEO’s Authorization:** The CEO may authorize the Consultant to perform Additional Services up to the cumulative, maximum amount set forth in **Exhibit B** for such services. The CEO must authorize the Consultant to perform Additional Services through a written amendment executed by both parties. The written amendment must set forth the scope of the Additional Services, the schedule for completing such services, and the amount and method of compensating the Consultant for such services. The CEO is authorized to execute the amendment for Additional Services for the Board.

4. INTENTIONALLY OMITTED

5. BOARD’S CONTRACT MANAGER

The Board’s contract manager for this Agreement is:

Name:	Phone No.:
Department:	Email:
Address:	

The CEO can change the above contract manager by giving the Consultant written notice.

Consultant: [Insert Consultant's Name.]
 [Insert Month and Year of Agreement]

6. CONSULTANT'S STAFFING

- 6.1 Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the Basic Services. If any individual identified below is required to file a Statement of Economic Interests, Form 700 ("Form 700"), and the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the Board, the Consultant must comply with the requirements of Subsection 17.2 below.

			Required to File Form 700?		
<u>Consultant's Contract Manager</u>			Yes Already Filed (Insert Date Filed)	Yes Need to File	No
Name:	Phone No.:				
Address:	Email:				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>			
1.					
2.					
3.					

- 6.2 Contract Manager's Authority:** The Consultant's contract manager is authorized to act on behalf of the Consultant.
- 6.3 Staffing Changes:** The CEO's prior written approval is required for the Consultant to remove, replace or add to any of its staffing identified in this provision.

7. USE OF SUBCONSULTANTS

- 7.1 Authority to Use:** Whichever of the following is marked applies to this Agreement:

- ☐ The Consultant **cannot** use any subconsultants without the CEO's prior written approval.
- ☐ The Consultant will use the following subconsultants for the specified areas of work. The Consultant cannot remove, replace or add to any of the subconsultants identified in this provision without the CEO's prior written approval.

Consultant: [Insert Consultant's Name.]
 [Insert Month and Year of Agreement]

Subconsultant's Name	Area of Work
1.	
2.	
3.	

- 7.2 Subconsultant Work:** The Consultant warrants all services and deliverables provided by any subconsultants it uses, and represents that each such subconsultant is specially trained, experienced, and competent to perform its portion of the work.

8. INDEPENDENT CONTRACTOR

- 8.1 General:** The Consultant has complete control over its operations and employees, and is an independent contractor. The Consultant is not an agent or employee of the City of San José ("City"), and shall not represent or act as the City's agent or employee. The Consultant does not have any rights to retirement benefits or other benefits accruing to City employees, and expressly waives any claim it may have to any such rights.
- 8.2 Subcontractors:** As an independent contractor, the Consultant has complete control over its subconsultants, subcontractors, suppliers, agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively "Subcontractors"). Subject to the requirements of Section 7 of this Agreement, the Consultant is solely responsible for selecting, managing and compensating its Subcontractors, and for ensuring they comply with this Agreement.
- 8.3 Indemnity:** The Consultant shall place in each Subcontractor agreement indemnity obligations in favor of the City in the exact form and substance of those contained in Section 11 below.

9. STANDARD OF PERFORMANCE

The Consultant represents that it possesses all necessary training, licenses and permits needed to perform the Basic Services. The Consultant represents that its performance of the Basic Services will conform to the standard of practice of a professional that specializes in performing professional services of a like nature and complexity.

10. COMPENSATION

- 10.1 Maximum Total Compensation:** The maximum amount the Board will pay the Consultant for all professional fees, costs, charges and expenses related to performing Basic Services and any Additional Services is \$[Insert Dollar Amount] ("Maximum Total Compensation").
- 10.2 Intentionally Omitted.**
- 10.3 Exhibit B - Compensation:** The Board will pay the Consultant up to the Maximum Total Compensation in accordance with **Exhibit B**.
- 10.3.1 Compensation Table:** **Exhibit B** sets forth a compensation table establishing the manner in which the Board will pay the Maximum Compensation to the Consultant ("Compensation Table"). The Compensation Table is subject to the terms and conditions set forth below in Subsections 10.4 through 10.7.

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

10.3.2 Schedule of Rates and Charges: If the Board will compensate the Consultant for any Basic Services on a time-and-materials basis, then **Exhibit B** also sets forth a schedule of the Consultant's rates and charges ("Schedule of Rates and Charges"). The Schedule of Rates and Charges is subject to the following requirements:

10.3.2.1 Premium Pay: "Premium Pay" is a special pay rate for working during times that are less desirable, such as weekends, holidays or late shifts. The Board will not pay Consultant Premium Pay.

10.3.2.2 No Increases: The Board will **not** increase the Schedule of Rates and Charges during the Agreement term.

10.3.2.3 Conflict: In the event of a discrepancy between this Section and the Schedule of Rates and Charges, this Section governs.

10.4 Compensation Table – Part 1: Part 1 of the Compensation Table addresses compensation for the various tasks included in the Basic Services. The following terms and conditions apply to Part 1 of the Compensation Table.

10.4.1 Task Numbers (Column 1): Column 1 sets forth the task number(s) for which the Board will compensate the Consultant. Each task number corresponds to the same task number in **Exhibit A**. If a task number included in **Exhibit A** is not included in the Compensation Table, then the Board will not compensate the Consultant separately for that task, and payment for such task is deemed included in the other task(s) for which the Consultant is receiving compensation.

10.4.2 Basis of Compensation (Column 2): Column 2 identifies whether the Board will pay the Consultant for the task(s) on a time-and-materials basis or on a fixed-fee (lump-sum) basis.

10.4.3 Invoice Period (Column 3): Column 3 identifies when the Consultant must submit its invoice for payment. If invoicing is monthly, the Consultant must submit its invoice to the Board by the 10th Business Day of each month for work completed during the previous month. If invoicing is upon the completion of a task or group of tasks, the Consultant must submit its invoice to the CEO within 20 Business Days following completion of the task(s) to the CEO's satisfaction. If invoicing is upon the completion of all work, the Consultant must submit its invoice to the CEO within 20 Business Days following completion of all work to the CEO's satisfaction.

10.4.3.1 Invoice: Each invoice must include sufficient information and supporting documents to establish to the CEO's satisfaction that the Consultant is entitled to the payment requested. The Board will pay the undisputed portion of the invoice amount within 20 Business Days of the CEO's approval of such undisputed amount.

10.4.3.2 Invoices Based on Time and Materials: If time and materials is the basis of compensation, then the Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the work completed during the invoice period. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs associated with the work completed during the invoice period. The Board will compensate the Consultant in accordance with the Schedule of Rates and Charges included in **Exhibit B**.

Consultant: [Insert Consultant's Name.]
 [Insert Month and Year of Agreement]

10.4.3.3 Monthly Invoices Based on Fixed Fee: If the Consultant invoices monthly for a "fixed fee," then the Consultant will base its monthly invoice on the percentage of work completed during the previous month. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs incurred during the previous month.

10.4.4 Compensation (Column 4): Column 4 sets forth the total compensation the Board will pay the Consultant for completing the task(s).

10.4.4.1 Time & Materials: If time and materials is the basis of compensation, then the amount in Column 4 is a "not-to-exceed" or maximum amount. Any hours worked for which payment would result in a total exceeding the amount in Column 4 is at no cost to the Board. If the Consultant completes the task(s) for less than the amount set forth in Column 4, the CEO (in the CEO's sole discretion) *may* use the cost savings to increase the budget of another task. The CEO must authorize such reallocation of cost savings in writing.

10.4.4.2 Fixed Fee: If "fixed fee" is the basis of compensation, then the Consultant must complete the task(s) for the amount set forth in Column 4. Any hours worked for which payment would result in a total exceeding the amount in Column 4 are at no cost to the Board.

10.5 Compensation Table – Part 2: Part 2 of the Compensation Table indicates whether or not the Board will reimburse the Consultant separately for expenses incurred in providing the work. The following terms and conditions apply if the Board reimburses the Consultant separately for expenses.

10.5.1 Subconsultants: The cost of subconsultants is not treated as a reimbursable expense. Subsection 10.6 of this Agreement addresses payment for the cost of subconsultants.

10.5.2 Maximum Amount of Reimbursable Expenses: The Board will reimburse the Consultant for expenses up to the maximum amount set forth in the last column of Part 2. Any expenses that the Consultant incurs in excess of the stated maximum are at no cost to the BOARD.

10.5.3 Expenses That Are Reimbursable: Any reimbursement to the Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The Board will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the Board's contract manager has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%

Consultant: [Insert Consultant's Name.]
 [Insert Month and Year of Agreement]

5.	With the written pre-authorization of the Board's contract manager, mileage and other travel-related expenses to the same extent that the City reimburses its employees pursuant to the Employee Travel Policy (City Policy Manual, Sections 1.8.2 and 1.8.3). The Consultant acknowledges that it has received a copy of Sections 1.8.2 and 1.8.3 and is familiar with these sections of the Employee Travel Policy.	No Markup
6.	Any other expenses expressly identified in Exhibit B as being reimbursable.	As specified, not to exceed 10%

10.6 Compensation Table – Part 3: Part 3 indicates whether the Board will compensate the Consultant separately for subconsultant costs incurred in providing any part of the services. If the Board will compensate the Consultant for subconsultant costs, the Board will do so in accordance with the following terms and conditions.

10.6.1 Actual Costs: The Consultant can invoice the Board for no more than the actual cost of each subconsultant plus a specified markup not to exceed 5 percent.

10.6.2 Schedule of Rates and Charges: Any subconsultant rates and charges set forth in the Schedule of Rates and Charges, if one is included in **Exhibit B**, must be the subconsultant's actual rates and charges exclusive of any markup. The Board will compensate the Consultant in accordance with those rates and charges.

10.6.3 Maximum Amount: The Board will compensate the Consultant for all subconsultants in a total amount not to exceed the amount set forth in the last column of Part 3. Any additional subconsultant costs that the Consultant incurs in excess of the specified maximum amount are at no cost to the Board.

10.7 Compensation Table – Part 4: Part 4 sets forth the maximum compensation that the CEO can authorize for Additional Services in accordance with Subsection 3.2 above. Any Additional Services performed by the Consultant that would result in compensation exceeding this maximum amount is at no cost to the Board.

10.8 Tax Forms Required: The following are conditions on the Board's obligation to process any payment pursuant to this Agreement:

10.8.1 U.S. Based Person or Entity: If the Consultant is a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the Board with a properly completed Internal Revenue Service Form W-9 before the Board will process payment. If the Consultant is a U.S. based person or entity, but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant acknowledges and agrees that the Consultant is required to provide the Board with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.

10.8.2 Non-U.S. Based Person or Entity: If the Consultant is not a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the Board with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the Board will process payment.

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

11. INDEMNIFICATION

- 11.1 Obligation:** The Consultant shall defend, indemnify and hold harmless the Board and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities that – directly or indirectly, or in whole or in part - arise out of, pertain to, or relate to any of the following:
- The Consultant's negligent performance of all or any part of the Basic Services and any Additional Services; or
 - Any negligent act or omission, recklessness or willful misconduct of the Consultant, any of its Subcontractors, anyone directly or indirectly employed by either the Consultant or any of its Subcontractors, or anyone that they control; or
 - Any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the Board's use of any services, deliverables or other items provided by the Consultant pursuant to the requirements of this Agreement; or
 - Any breach of this Agreement.
- 11.2 Limitation on Obligation:** The obligation in Subsection 11.1 above shall not apply to the extent that any claim, loss, damage, injury, expense or liability results from the sole negligence or willful misconduct of the Board or its officers, employees or agents.
- 11.3 Duty to Defend:** The Consultant's obligation in Subsection 11.1 above applies to the maximum extent allowed by law and includes defending the Board, its officers, employees and agents as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the BOARD's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to the obligation in Subsection 11.1 above.
- 11.4 Insurance:** The BOARD's acceptance of any insurance in accordance with Section 12 does not relieve the Consultant from its obligations under this Section 11. The Consultant's obligations under this Section 11 apply whether or not the insurance required by the Agreement covers any damages or claims for damages.
- 11.5 Survival:** The Consultant's obligations under this Section 11 survive the expiration or earlier termination of the Agreement.

12. INSURANCE REQUIREMENTS

- 12.1 General:** The Consultant shall comply with the insurance requirements set forth in **Exhibit C** for the Agreement term.
- 12.2 Documentation:** Before performing any services, the Consultant must submit to the Board's designated risk manager ("Risk Manager"), for the Risk Manager's written approval, all documents demonstrating compliance with the requirements of **Exhibit C**.
- 12.3 Changes:** The Risk Manager may amend or waive, in writing, any of the requirements contained in **Exhibit C**.

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

13. OWNERSHIP OF WORK PRODUCT

- 13.1 Ownership:** The Board owns all rights in and to any of the following work product (including electronic equivalents) without restriction or limitation upon their use, and immediately when and as created by the Consultant or any other person engaged directly or indirectly by the Consultant to perform the Consultant's services pursuant to this Agreement: reports, drawings, plans, data, software, models, documents or other materials developed or discovered (collectively "Work Product").
- 13.2 Copyright:** To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the property of the Board. In the event it is ever determined that any Work Product is not a work for hire under United States law, the Consultant hereby assigns to the Board all copyrights to such works when and as created.
- 13.3 Intentionally Omitted.**
- 13.4 Consultant's Reuse:** With the CEO's prior written consent, the Consultant may retain and use copies of the Work Product for reference and as documentation of experience and capabilities.

14. DISCLOSURE OF WORK PRODUCT

- 14.1 Prohibition:** Except as authorized by the CEO or as otherwise required by law, the Consultant shall not disclose any of the following to a third party: (a) Work Product, (b) discussions between the Board and Consultant, or (c) information prepared, developed or received by the Consultant or any of its Subcontractors in the course of performing services pursuant to this Agreement.
- 14.2 Notification:** The Consultant will immediately notify the CEO if it is requested by a third party to disclose any Work Product, discussions or information that the Consultant is otherwise prohibited from disclosing.
- 14.3 Limit on Prohibition:** The prohibition in Subsection 14.1 above does not apply to disclosures between the Consultant and its Subcontractors that are needed to perform the Basic Services.
- 14.4 Survival:** This Section 14 survives the expiration or earlier termination of this Agreement.

15. AUDIT/INSPECTION OF RECORDS

- 15.1 Retention Period:** The Consultant shall retain the following records (collectively "Records") for a minimum of 3 years from the date of the Board's final payment to the Consultant under this Agreement or for any longer period required by law:
- All ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Consultant's charges for performing services, or to the Consultant's expenditures and disbursements charged to the Board; and
 - All Work Product and other records evidencing Consultant's performance.
- 15.2 Producing Records:** At any time during the Agreement term or during the period of time that the Consultant is required to retain the Records, the Board Chair, the CEO, the Board's Attorney, or a designated representative of any of these officers may request, in writing, production of all or a portion of the Records. The Consultant shall produce the requested Records at City Hall during normal business hours, or at any other location and time mutually agreed upon by the parties. The Consultant shall produce the requested Records at no cost to the Board.

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

- 15.3 State Auditor:** In accordance with Government Code Section 8546.7, the Consultant may be subject to audit by the California State Auditor with regard to the Consultant's performance of this Agreement if the compensation under this Agreement exceeds \$10,000.

16. NON-DISCRIMINATION/NON-PREFERENCE

- 16.1 Prohibition:** The Consultant shall not discriminate against, or grant preferential treatment to, any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.
- 16.2 Intentionally Omitted.**
- 16.3 Subcontracts:** The Consultant shall include Subsection 16.1 of this Agreement in each subcontract that it enters into in furtherance of this Agreement.

17. CONFLICT OF INTEREST

- 17.1 General:** The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant certifies that, as of the Contract Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. The Consultant shall avoid all conflicts of interest or appearances of conflicts of interest in performing this Agreement. The Consultant has the obligation of determining if the manner in which it performs any part of this Agreement results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the Board in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.
- 17.2 Filing Form 700:** In accordance with the California Political Reform Act (Government Code Section 81000 et seq.), the Consultant shall cause each person performing services under this Agreement, and identified as having to file a Form 700 to do each of the following:
- Disclose the categories of economic interests in Form 700 as required by the CEO;
 - Complete and file the Form 700 no later than 30 calendar days after the person begins performing services under this Agreement and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and
 - File the original Form 700 with the City's Clerk with a copy submitted to the CEO.
- 17.3 Future Services:** The Consultant acknowledges each of the following with regard to performing future services for the Board:
- The Consultant's performance of the services required by this Agreement may create an actual or appearance of a conflict of interest with regard to the Consultant performing or participating in the performance of some related **future** services, particularly if the services required by this Agreement comprise one element or aspect of a multi-phase process or project;

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

- Such an actual or appearance of a conflict of interest would be a ground for the Board to disqualify the Consultant from performing or participating in the performance of such future services; and
- The Consultant is solely responsible for considering what potential conflicts of interest, if any, performing the services required by this Agreement might have on its ability to obtain contracts to perform future services.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

18.1 General: The Consultant shall perform its obligations under the Agreement in conformance with City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single Serving Bottled Water," and City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy."

18.2 Prohibition of City Funding for Purchase of Single Serving Bottled Water: The City's policy is that City funds should not be used for the purchase of single-serving bottled water except for any of the following:

- Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services;
- Situations where there is a high risk of cross-contamination with non-potable water; or
- Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water need to be distributed for health and safety reasons.

An invoice seeking reimbursement from Board for the cost of single-serving bottled water under one of the above exceptions must be accompanied by a waiver form provided by the Board and signed by the CEO.

18.3 Environmentally Preferable Procurement Policy: The Environmentally Preferable Procurement Policy, along with a brief policy description, is located on the City's website at the following link: <https://www.sanjoseca.gov/home/showdocument?id=12833>. Environmental procurement policies and activities related to the completion of Consultant's work will include, whenever practicable, but are not limited to:

- The 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.);
- The use of Energy-Star Compliant equipment;
- The use of alternative fuel and hybrid vehicles, and implementation of protocols aimed at increasing the efficiency of vehicle operation;
- The implementation of internal waste reduction and reuse protocol(s); and
- Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products.

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

19. TERMINATION

- 19.1 For Convenience:** The CEO may terminate this Agreement at any time and for any reason by giving the Consultant written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 Business Days' after the date of the written notice.
- 19.2 For Cause:** The CEO may terminate this Agreement immediately upon written notice for any material breach by the Consultant. If the CEO terminates the Agreement for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the Board.
- 19.3 Delivery of Work:** If the CEO terminates the Agreement – whether for convenience or for cause – the CEO has the option of requiring the Consultant to provide to the Board any finished or unfinished Work Product prepared by the Consultant up to the date of Consultant's receipt of the written notice of termination.
- 19.4 Compensation:** The BOARD will pay the Consultant the reasonable value of services satisfactorily rendered by the Consultant to the Board up to the date of Consultant's receipt of the written notice of termination. For services to be "satisfactorily rendered," the CEO must determine that the Consultant provided them in accordance with the terms and conditions of this Agreement. The CEO will determine the reasonable value of satisfactorily rendered services based on the Compensation Table and any Schedule of Rates and Charges attached to this Agreement.
- 19.5 Receipt of Notice:** For purposes of this provision, the Consultant's receipt of the written notice of termination will be determined based on the date of actual receipt or based on Subsection 20.2 below, whichever occurs first.

20. NOTICES

- 20.1 Manner of Giving Notice:** All notices and other communications required by this Agreement must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid.
- 20.2 When Effective:** A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is mailed is effective 3 calendar days after deposit in the United States mail.
- 20.3 To Whom Given:** All notices and other communications between the parties regarding the Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the Board:	City of San José Office of Retirement Services Attn: John Flynn 1737 N. First St., Suite 600 San José, CA 95112 408-794-1000 John.Flynn@sanjoseca.gov
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Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

To the Consultant: [Insert Consultant's Name]
Attn: [Insert Name.]
[Insert Mailing Address.]
[Insert Telephone Number.]
[Insert Email Address.]

- 20.4 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other party pursuant to this Section 20.

21. WAGE THEFT PREVENTION

- 21.1 Compliance with Wage and Hour Laws:** Consultant, and any subcontractor performing work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, the San José Living Wage Policy, the San José Prevailing Wage Policy, and the San José Minimum Wage Ordinance.
- 21.2 Final Judgments, Decisions, and Orders:** For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, the City of San José Office of Equality Assurance, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.
- 21.3 Prior Judgments against Consultant and/or its Subcontractors:** BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS RELATING TO WAGE AND HOUR LAWS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING AS TO THE CONSULTANT AND ITS SUBCONTRACTOR(S) – IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.
- 21.4 Judgments or Decisions During Term of Contract:** If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed, Consultant shall inform the Office of Equality Assurance, no more than 15 days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. Consultant and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City’s Office of Equality Assurance with documentary evidence of compliance with the final judgment, decision or order within five days of satisfying the final judgment, decision or order.
- 21.5 Board’s Right to Withhold Payment:** Where Consultant or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency with respect to work under this Agreement, the Board reserves the right to withhold payment to Consultant until such judgment, decision or order has been satisfied in full.
- 21.6 Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

- 21.7 Notice to City Related to Wage Theft Prevention:** Notice provided to the City's Office of Equality Assurance as required under this Section shall be addressed to: Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San José, CA 95113. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

22. MISCELLANEOUS

- 22.1 Gifts Prohibited:** The Consultant represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a City officer or designated employee from accepting any gift. The Consultant shall not offer any City officer or designated employee any gift prohibited by Chapter 12.08. The Consultant's violation of this Subsection 22.1 is a material breach.
- 22.2 Disqualification of Former Employees:** The Consultant represents that it is familiar with Chapter 12.10 of the City's Municipal Code, which generally prohibits a former City officer and a former designated employee from providing services to the City connected with his/her former duties or official responsibilities. The Consultant shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10. The Consultant's violation of this Subsection 22.2 is a material breach.
- 22.3 Waiver of a Violation:** The Board's waiver of any violation of this Agreement by the Consultant is not a waiver of any other violation by the Consultant.
- 22.4 Acceptance of Services Not a Waiver:** The Board's acceptance of any service or deliverable is not a waiver or release of any professional duty of care applicable to such service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of this Agreement.
- 22.5 Compliance with Laws:** The Consultant shall perform all services consistent with all applicable federal, state and local laws, ordinances, codes and regulations. This obligation is not limited in any way by the Consultant's obligation to comply with any specific law, ordinance, code or regulation set forth elsewhere in this Agreement.
- 22.6 Business Tax:** The Consultant represents and warrants that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Agreement term.
- 22.7 Assignability:** Except to the extent this Agreement authorizes the Consultant to use subconsultants, the Consultant shall not assign any part of this Agreement without the CEO's prior written consent. The CEO, at the CEO's discretion, may void this Agreement if a violation of this provision occurs.
- 22.8 Governing Law:** California law governs the construction and performance of this Agreement.
- 22.9 Disputes:** Any litigation resulting from this Agreement will be filed and resolved by either the Superior Court of California for the County of Santa Clara, or the San José Division of the Northern District of California.
- 22.10 Survival of Provisions:** If a court finds any part of this Agreement unenforceable, all other parts shall remain enforceable.
- 22.11 Headings:** The section and exhibit headings are for convenience only and are not to be used in its construction.

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

22.12 Execution in Counterparts: This Agreement may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

22.13 Use of Electronic Signatures: Unless otherwise prohibited by law or City policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Board.

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Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

IN WITNESS WHEREOF, the Board and Consultant have caused this Agreement to be executed by their respective duly authorized representatives as follows.

NOTE: The Consultant must sign one of the following representations. **The Board will not process this Agreement unless the Consultant has signed one of the provisions.**

{{__signer#}}

The Consultant certifies that the Consultant has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Consultant will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Consultant ceases to have a permanent place of business in California or ceases to do any of the above, the Consultant will promptly notify the Board at the address specified in Subsection 20.3 of this Agreement.

Or

{{__signer#}}

If the Consultant is unable to make the above certification, the Consultant acknowledges and agrees to provide the Board with the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as applicable, as specified in Section 10.8 of this Agreement.

**San José Police and Fire Department Retirement
Plan/Federated City Employees' Retirement System
and its Board of Administration**

Consultant

By {{__signer#}}

By {{__signer#}}

Name: [Insert Name.]
Title: [Insert Title of Signature.]

Name: [Insert Name.]
Title: [Insert Title of Signature.]

Approval as to Form (Board's Attorney):

☐ **Form Approved by the Board's Attorney**

(Maximum Total Compensation is \$100,000 or less, and standard provisions of the form are not altered.)

By {{__signer#}}

☐ **Approved as to Form:**

Name: [Insert Name.]
Title: [Insert Title of Signature.]

{{__signer#}}

Name: [Insert Name.]
Title: [Sr.] Board's Attorney

Consultant: [Insert Consultant's Name.]
 [Insert Month and Year of Agreement]

EXHIBIT A: SCOPE OF BASIC SERVICES

(Non-Capital Projects)

The Consultant shall provide services and deliverables as set forth in this **Exhibit A**. The Consultant shall provide all services and deliverables required by this **Exhibit A** to the satisfaction of the CEO.

General Description of Project: [Insert a general description to provide context for the tasks.]

Task No. 1: [Insert title of deliverable.]

- A. Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. Deliverable:** The Consultant will provide the following to the Board's Contract Manager: [Insert a description of the deliverable.]
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:
 - ☐ On or before the following date: _____.
 - ☐ On or before ____ Business Days from _____.

Task No. 2: [Insert title of deliverable.]

- A. Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. Deliverable:** The Consultant will provide the following to the Board's Contract Manager: [Insert a description of the deliverable.]
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:
 - ☐ On or before the following date: _____.
 - ☐ On or before ____ Business Days from _____.

Task No. 3: [Insert title of deliverable.]

- A. Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. Deliverable:** The Consultant will provide the following to the Board's Contract Manager: [Insert a description of the deliverable.]
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:
 - ☐ On or before the following date: _____.
 - ☐ On or before ____ Business Days from _____.

Consultant: [Insert Consultant's Name.]
 [Insert Month and Year of Agreement]

EXHIBIT B: COMPENSATION

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services						
Column 1	Column 2		Column 3			Column 4
Task Nos.	Basis of Compensation		Invoice Period			Compensation
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses						
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of this Agreement. The maximum amount of reimbursable expenses is:			\$
Part 3 – Subconsultant Costs						
<input type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants.			<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of this Agreement. The maximum amount of compensation for subconsultant costs is:			\$
Part 4 – Additional Services						
<input type="checkbox"/> No money is budgeted for Additional Services, and the CEO can not authorize any Additional Services.			<input type="checkbox"/> The CEO may authorize the Consultant to perform Additional Services up to the following maximum amount:			\$
Maximum Total Compensation (sum of Parts 1 through 4):						\$

Form Name: Standard Consultant Agreement (Non-Capital Projects)

Exhibit B – Compensation

Form/File No.: 2176098/T-32026

City Attorney Approval Date: January 2025

Page: 1 of __

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

Section 2 – Schedule of Rates and Charges

- ☐ **Omitted.** No Schedule of Rates and Charges is included because the Board will not be compensating the Consultant for any Basic Services on a “time & materials” basis.
- ☐ The following is the Schedule of Rates and Charges applicable to this Agreement:

Consultant: [Insert Consultant's Name.]
[Insert Month and Year of Agreement]

EXHIBIT C: INSURANCE REQUIREMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance for all professional services rendered.
5. Cyber Liability for data recovery and privacy liability insurance covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering products provided under this agreement.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions: \$1,000,000 per claim and \$3,000,000 aggregate.
5. Cyber Liability: \$1,000,000 per claim and general aggregate.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager.

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages
 - a. The City of San Jose, its officers, employees and agents are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, and agents.
 - b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, and agents. Any insurance or self-insurance maintained by CITY, its officers, employees, or agents shall be excess of CONSULTANT's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, or agents.
- d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, and agents.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, and agents.

3. Claims Made Coverages

If coverage is obtained on a "claims made" policy form, the retroactive date shall precede the date services were initiated with the City and the coverage shall be maintained for a period of three (3) years after termination of services under this Agreement.

4. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

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

F. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and 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 emailed in pdf format to: Riskmgmt@sanjoseca.gov:

Certificate Holder

City of San Jose—Finance

Risk Management & Insurance

200 East Santa Clara Street, 14th Floor Tower

San Jose, CA 95113-1905

G. Subcontractors

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

FORM 1 - RESPONSE CERTIFICATION FORM

Responding Firm Name (Respondent):	
Address:	
Telephone:	
E-mail:	
Contact Person and Title:	

RESPONDENT REPRESENTATIONS

- 1 Respondent did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation, or other Respondent in regard to the amount, terms, or conditions of this solicitation.
- 2 Respondent additionally certifies that neither Respondent 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 Respondent 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 solicitation document or permitted by formal addenda are accepted by the City.
- 4 Respondent did not receive unauthorized information from any City staff member or City Consultant during the bidding period except as provided for in the solicitation package, formal addenda issued by the City, or any pre-bid conference.
- 5 Respondent hereby certifies that the information contained in their solicitation response and all accompanying documents is true and correct.

6 **Please check the appropriate box below:**

- ☐ If the solicitation response 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 response shall so state.
- ☐ If the solicitation response is submitted by a partnership, the full names and addresses of all members and the address of the partnership shall be stated, and the response shall be signed for all members by one or more members thereof.
- ☐ If the solicitation response is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
- ☐ If the solicitation response is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.
- ☐ If the solicitation response 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.
- ☐ If the solicitation response is submitted by a community-based or non-profit organization, it shall be signed in the organization name by an authorized officer or officers.

All Respondents are expected to have read and understand the “Wage Theft Prevention Policy” adopted on May 24, 2016. A complete copy of Resolution No. 77755 can be found at

<https://records.sanjoseca.gov/Resolutions/RES77755.PDF>.

Any Respondent who has been found by a final court judgment or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws on more than one occasion or has one unpaid wage judgment in the past five years shall be disqualified. The City, at its sole discretion, may disqualify a Respondent based on one disclosed satisfied judgment consistent with the criteria set forth in the aforementioned resolution.

Respondent certifies that neither Respondent or its principals have been found by a final court judgement or final administrative action of an investigatory agency to have violated federal, state, or local wage and hour laws within the past five years from the date of the submitted bid. If Respondent or its principals are unable to certify, Respondent, for each disclosed wage and hour violation, shall provide a copy of the court order or judgment and whether the court order or judgment is satisfied including appropriate documentation demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of Respondent’s efforts to date to satisfy the order/judgment.

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

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

CITY OF SAN JOSE

REQUEST FOR LOCAL AND SMALL BUSINESS ENTERPRISE PREFERENCE

[Chapter 4.12 of the San José Municipal Code](#) provides a preference for Local and Small Business Enterprises in the procurement of goods and services except when funding or grant programs prohibit the application of preferences.

Preference Calculations

Preferences are determined based on the type of procurement, and if the vendor qualifies as a Local Business Enterprise (LBE) or a Local and Small Business Enterprise (LBE/SBE).

- **Best Value (evaluative):** LBE preference = 5% and SBE preference = 5%

Preferences are applied based on the applicable percent of the total **available points**.

- **Lowest Price (price determinative):** LBE preference = 2.5% and SBE preference = 2.5%

Preferences are applied as a credit to the **dollar value** of the bid or quote.

Qualifying for the Local Business Enterprise (LBE) Preference

To receive the LBE preference, you must have **both** of the following:

- (1) **A valid San José Business Tax Certificate Number:** The business tax certificate number below should match to the address and business name for which the preference is being claimed and must be current as of the solicitation due date. Proposers/bidders should verify their information through the City's [Business Tax Lookup](#) prior to submittal.
- (2) **A legitimate business presence in Santa Clara County with at least one full time employee:** The City has interpreted a legitimate business presence to require:
 - o the local address for which the preference is being requested is of a **commercial nature** and the primary purpose of the location is to serve as a principal, regional, branch, or satellite business office; or
 - o in the case of a business located in a residential dwelling, the business must either be a valid home occupation as an incidental use of the business owner's primary dwelling, or the residential dwelling is exclusively used for a commercial nature and the primary purpose of the location is to serve as a principal, regional, branch or satellite business office.

The City reserves the right to request additional documentation and supporting information to confirm that the preference should be applied, including, but not limited to, lease agreements, proof of payments, employee information, signage, website, and location.

Qualifying for the Small Business Enterprise (SBE) Preference

You must first qualify as an LBE to qualify for the SBE Preference. If you receive the LBE preference and the total number of employees for your firm (*regardless of where they are located*) is 35 or fewer, you also qualify to receive the SBE preference.

LBE AND SBE PREFERENCE REQUEST - Complete the following if you are applying for the LBE or LBE/SBE preference.

Business/Proposer/Bidder Name (should match name on Business Tax Certificate):	
Current San José 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:	
Type of Business: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Corporation <input type="checkbox"/> General Partnership </div> <div> <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship </div> <div> <input type="checkbox"/> LLP <input type="checkbox"/> Other (explain) </div> </div>	
TOTAL number of employees in your Business:	

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

Executed at: _____ on Date: _____

Signature: _____ Printed Name: _____

FORM 3 – EXEMPLAR AGREEMENT ACKNOWLEDGEMENT FORM

Respondent Company Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Representative Signature: _____

Date Signed: _____

Please check the appropriate box below:

☐

We take NO EXCEPTIONS to the City's Standard Terms and Conditions included in Attachment B.

or

☐

We take exception(s) to the City's Standard Terms and Conditions included in Attachment B as outlined below. Note: Any exceptions to the City's Standard Terms and Conditions may result in immediate disqualification of your solicitation response without further review.

FORM 4 – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT FORM

Respondent Company Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Representative Signature: _____

Date Signed: _____

Please check the appropriate box below:

☐ We agree to provide the City with proof of insurance in accordance with Attachment C – Insurance Requirements prior to contract execution in the event we are awarded a contract under this solicitation.

or

☐ We take exception(s) to Attachment C – Insurance Requirements as outlined below.
Note: Any exceptions may result in immediate disqualification of your solicitation response without further review.

FORM 5 - CUSTOMER REFERENCE FORM

Name of Respondent:	
----------------------------	--

Please submit three (3) different customer references using this form. Respondents should copy this form as required to meet the reference submission requirements (one form per customer). References should demonstrate a combined total of at least three (3) years' experience. References should be recent, i.e., for services provided within the last five (5) years. The provided customer contact should have been in a leadership role.

Note: References will be evaluated and scored as part of the "Experience and Qualifications" evaluation criteria. Responses should be detailed and are not limited in size. Use additional pages if necessary to provide a complete and detailed response.

SECTION I: CUSTOMER INFORMATION

Company/Organization Name:	
Customer Address:	
Contact Name and Title:	
Contact Phone Number:	
Contact Email Address:	

SECTION II: PROJECT/CONTRACT DETAILS

Value of Contract (please breakout by annual recurring cost and implementation costs if applicable):	
Term of Contract:	
Date Services Began:	
Please provide a detailed description of the services provided.	
If contract was terminated, please indicate the circumstances.	
Were the services provided within budget? If not, please explain.	
List all subcontractors, if any, who participated in providing the services, including the extent of their participation.	
Are the services to be provided to the City the same as you provided for this customer. If no, please explain the difference and why.	

FORM 6 – PROPOSER QUESTIONNAIRE

Please submit responses to the following with your proposal response.

1 **EXPERIENCE AND QUALIFICATIONS**

Provide responses to the following.

1.1 **Respondent Description:** Provide a description of the respondent including:

- 1.1.1 Company history, including years in business, names previously used, mergers, other company affiliations, etc.;
- 1.1.2 Ownership structure;
- 1.1.3 Organizational chart and number of employees;
- 1.1.4 Scope of services offered;
- 1.1.5 Respondent's specialties, strengths, and limitations.
- 1.1.6 Explain how medical, confidential, and other personal identifying information (PII) is transmitted between your external partners including the Physicians with which you are contracted and ORS.

1.2 **Services Provided**

- 1.2.1 Describe the services included in the Proposer's bid. Clearly identify any services listed under the Scope of Services (Attachment A) that are not included in the Proposer's bid.

1.3 **Experience**

- 1.3.1 How many Disability Medical Evaluation Services clients does your firm have? How many are Public Employee Retirement Systems?
- 1.3.2 How long has your firm provided Disability Medical Evaluation services to public employee retirement systems?
- 1.3.3 How many accounts have been gained and lost in each of the last five years? What was the reason(s) for each account loss?

1.4 **Litigation or Administrative Proceedings**

- 1.4.1 Provide a description of all past, pending, or threatened litigation, including malpractice claims, administrative, state ethics, disciplinary proceedings, and other claims against respondent and/or any of the individuals proposed to provide services to ORS.

1.5 **Personnel Assigned to ORS**

- 1.5.1 Provide information on the account manager you will be assigning to manage the services contract with ORS, including the name, position in your organization, backup, professional accreditations, and experience in providing these types of management services.
- 1.5.2 List the name and location of the team members who would be responsible for Pre Medical Evaluation Services and IME Scheduling Services as described in

FORM 6 – PROPOSER QUESTIONNAIRE**PAGE 2 OF 2**

the Scope of Services. Provide brief biographies for each of them, including titles, functions, academic credentials, and relevant experience. Identify and explain the role of each team member. How many clients are assigned to each person named above?

1.6 Physician Resources

1.6.1 How many physicians are you contracted with that will potentially be preparing reports on ORS behalf? Please identify the following for each physician:

1.6.1.1 Specify whether they are practicing physicians licensed in the State of California or possess equivalent licensing requirements if they are expected to perform disability evaluations out-of-state.

1.6.1.2 Location from which physician practices.

1.6.1.3 Specialty and whether each specialist is Board certified in that specialty.

1.6.2 Are there medical specialties not provided by your examining physicians?

1.7 Reporting

1.7.1 Set forth the maximum number of days to which the firm will commit between (1) the date of an examination and (2) the date a complete report is issued by the examining physician.

1.7.2 Submit four redacted disability medical evaluation reports, as examples of the types of disability medical evaluation reports you would provide to ORS. (Provide exemplars in each of the following medical specialties: Orthopedic, Psychiatric, Internal Medicine, and Neurological).

1.7.3 Submit one redacted example of a "Summary of Medical Records" as described in the "Scope of Services." If you do not regularly produce such a document for your clients, please provide a sample of what type of document you would provide to fulfill this type of requirement.

1.8 Other

1.8.1 Provide any other information respondent deems relevant to ORS' selection process.

Company Name: _____

Date: _____

INSTRUCTIONS

- (a) Indicate "N/A" for any services not included in bid. Line items with no pricing will be excluded from bid.
- (b) All costs are for turn around times identified in applicable line items.
- (c) In the event of a calculation error on this Cost Proposal Form, non-calculated values shall prevail. The City will re-calculate corrected totals as required.
- (d) If pricing is based on physician specialty, pages reviewed by physician, or other designation, explain the pricing structure including any base price and additional costs. Additional pages will be accepted to provide clarification of pricing structures. It is essential that any additional pages provide a thorough and clear explanation of cost proposal.
- (e) Provide explanations or clarifications in the Additional Information column. Additional pages will be accepted to provide clarification of pricing structures. It is essential that any additional pages provide a thorough and clear explanation of cost proposal.

		FEES AND COSTS						ADDITIONAL INFORMATION
ITEM	SPECIFIC SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	(ADDITIONAL PAGES ACCEPTED)
1	Sort and Organize Medical Records in Chronological Order (7 day turnaround)							
2	Records Summary Report in Chronolical Order (7 day turnaround)							
3	Recommendation of Medical Specialist Based on Records (7 day turnaround)							
4	Independent Medical Examiner Appointment Scheduling							
5	Appointment Late Fees							
6	Appointment No Show Fees							

Company Name: _____

Date: _____

INSTRUCTIONS

- (a) Indicate "N/A" for any services not included in bid. Line items with no pricing will be excluded from bid.
- (b) All costs are for turn around times identified in applicable line items.
- (c) In the event of a calculation error on this Cost Proposal Form, non-calculated values shall prevail. The City will re-calculate corrected totals as required.
- (d) If pricing is based on physician specialty, pages reviewed by physician, or other designation, explain the pricing structure including any base price and additional costs. Additional pages will be accepted to provide clarification of pricing structures. It is essential that any additional pages provide a thorough and clear explanation of cost proposal.
- (e) Provide explanations or clarifications in the Additional Information column. Additional pages will be accepted to provide clarification of pricing structures. It is essential that any additional pages provide a thorough and clear explanation of cost proposal.

		FEES AND COSTS						ADDITIONAL INFORMATION
ITEM	SPECIFIC SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	(ADDITIONAL PAGES ACCEPTED)
7	Independent Medical Examiner Record Review							
8	Independent Medical Examiner Examination (In Person)							
9	Independent Medical Examiner Examination (Telehealth)							
10	Independent Medical Examiner Written Report (30 day turnaround)							
11	Independent Medical Examiner Supplemental Report (30 day turnaround)							

Company Name: _____

Date: _____

INSTRUCTIONS

- (a) Indicate "N/A" for any services not included in bid. Line items with no pricing will be excluded from bid.
- (b) All costs are for turn around times identified in applicable line items.
- (c) In the event of a calculation error on this Cost Proposal Form, non-calculated values shall prevail. The City will re-calculate corrected totals as required.
- (d) If pricing is based on physician specialty, pages reviewed by physician, or other designation, explain the pricing structure including any base price and additional costs. Additional pages will be accepted to provide clarification of pricing structures. It is essential that any additional pages provide a thorough and clear explanation of cost proposal.
- (e) Provide explanations or clarifications in the Additional Information column. Additional pages will be accepted to provide clarification of pricing structures. It is essential that any additional pages provide a thorough and clear explanation of cost proposal.

		FEES AND COSTS						ADDITIONAL INFORMATION
ITEM	SPECIFIC SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	(ADDITIONAL PAGES ACCEPTED)
12	Expert Testimony Fees							
13	Travel Fees							
14	Medical Record Evaluation Only Reports (30 day turn around)							
15	Other (attached additional pages if necessary):							

ATTACHMENT D – GENERAL REQUIREMENTS

Please submit responses to the following with your proposal response.

1. GENERAL REQUIREMENTS

- 1.1. Cover Letter: Provide a cover letter (maximum of 2 pages) signed by an individual within your company who is authorized to contractually bind your firm that includes the following:
 - 1.1.1. A brief overview of your company's general expertise, experience, and approach to performing the Statement of Requirements for this solicitation;
 - 1.1.2. Contact information, including name, title, address, phone number, and email, for the individual to whom questions regarding your proposal should be addressed.
- 1.2. Complete Form 1 – Response Certification Form in its entirety and submit it with your solicitation response.
- 1.3. Complete Form 2 – Request for Local and Small Business Enterprise Preference form (if applicable) in its entirety and submit it with your solicitation response.
- 1.4. Complete Form 3 – Exemplar Agreement Acknowledgement Form in its entirety and submit it with your solicitation response.
- 1.5. Complete Form 4 – Insurance Requirements Acknowledgement Form in its entirety and submit it with your solicitation response.
- 1.6. Complete Form 5 – Customer Reference Form for three recent and different customers in its entirety and submit it with your solicitation response. Submitted Customer Reference Forms will be evaluated and scored as part of the Experience and Qualifications Evaluation Criteria and will initially be scored based solely on the information provided by the proposer in the submitted Customer Reference Forms. Therefore, it is important to provide complete, detailed, and descriptive information for each customer reference.
- 1.7. Complete Form 6 – Proposer Questionnaire in its entirety and submit it with your solicitation response.
- 1.8. Complete Form 7 – Cost Proposal Form in its entirety and submit it with your solicitation response.