



EXHIBIT C

City of San Jose

Request for Proposal

Consolidated Server and Storage Solution for the New City Hall

RFP 04-05-03 Draft

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1.0 Introduction

The City of San José (City) is building a New City Hall (NCH). The facility is a campus environment that includes an 18-story high rise, plaza, rotunda and Council wing. The NCH will house several of the City's departments and approximately 2,200 of the City's 6,500 employees. As part of the NCH initiative, the City has embarked on transforming its business operations and processes through more effective use of state-of-the-art technology solutions.

In order to achieve its objectives, the City plans to implement converged network solutions and consolidate appropriate technical infrastructures supporting electronic data storage and application needs. The implementation of converged technology solutions as well as consolidation of technical infrastructures (the "Converged Network/SAN/Server project") will help meet the following business objectives:

- Enhanced business processes to cost-effectively meet customer service needs of both the community and City employees
- Optimized use of existing technical staff and infrastructure resources
- Improved and more cost effective maintenance and management of information technology infrastructures
- Enhanced disaster recovery and business continuity processes pertaining to technology solutions
- Improved security, integrity and availability of the City's communications and information systems
- Heightened organizational flexibility and agility to accommodate the City's evolving service needs through scalable technology solutions.

Two RFPs are being issued by the City to address technical infrastructures relevant to its voice and data networks, and its data storage and application needs.

This RFP pertains to the City's requirements for migrating most of its computing infrastructure into a new Network Operation Center (NOC) center located in the New City Hall (NCH). The City is using this opportunity to transform their technical environment in several ways:

- Migration of servers and data from distributed locations and the current data center into the new City Data center.
- Consolidation of multiple servers/storage environments to achieve greater efficiencies, specifically around cost control, maintenance and system administration, in addition to providing better customer service.
- Replacement of older hardware and operating systems
- Improvement of backup and recovery
- Improvement of information technology support processes and infrastructure.
- To meet the overall objective(s) of addressing the current and projected computing and storage requirements associated with the City's NCH, it is anticipated that a large-scale server migration/consolidation and storage solution will be required. The solution provided to the City will need to be designed so that it can be readily extended in size and function to meet additional server and storage needs as they arise. The City recognizes that a substantial investment in new technology will be required to

successfully equip the NCH but is also aware that significant savings are available to the City by moving to a consolidated server and storage solution for all systems and services.

The City is requesting that Proposers provide a solution and service to achieve the following:

- Seamless migration of desktops, servers and storage with no or minimal disruption to the City departments' businesses.
- Accommodates the migration of servers and storage to the New Data Center to meet the City's schedule for moving new staff into the NCH.
- Realization of the City's vision and objectives, by December 15, 2005 as outlines in the City's server and storage capacity planning which include the following:
 - Accommodation of anticipated growth in server and storage requirements over the next 5 years,
 - Consolidation of geographically distributed storage,
 - Consolidation of existing servers (authentication, file, print, and Web) and direct attached (server based) storage,
 - Improvement of server and storage management processes within the City, incorporating best practices when and where possible,
 - Migration of server and storage systems into the New City Hall's new enterprise architecture,
 - Enhancement of the City's IT disaster recovery and business continuity capacity,
 - Creation of a back-up and recovery strategy and capability that accommodates the New City Hall and dispersed systems,
 - Improvement in the security, integrity and availability of the City's systems and data,
 - Throughout the vendors proposed solution the City expects all aspects of Security including but not limited to hardening of OS and applications, data-in-transcript encryption, etc.

The City recognizes the aggressive timeline for accomplishing all of its objectives. While the City would prefer a plan that minimizes the physical move of older and obsolete technologies into the NCH, it recognizes that this may not be possible and that a phased approach (migration first followed by consolidation and rationalization) may be less risky. The City is looking for the Proposers to provide a plan that achieves both a seamless move of City staff as well as consolidation, rationalization and upgrade of current infrastructure and processes.

2.0 Proposal Guidelines

2.1 Invitation To Submit a Proposal

Proposals shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications.

Proposals shall be submitted no later than 12:00 noon (Pacific Time) on January 7, 2005 to the Procurement Contact listed below:

City of San José
GSD/Purchasing Division
1661 Senter Road, Second Floor
San José, CA 95112-2522
ATTN: Jim McBride
E-mail: jim.mcbride@sanjoseca.gov
Phone: (408) 938-2025
Fax: (408) 971-4690

Proposers shall submit one unbound original proposal, **five** copies in 3-ring loose leaf binders, and a CD-ROM containing an electronic version of the entire proposal in MS Word/MS Excel/MS Project and/or PDF format. Proposals are to be typed and prepared on both sides of 8-1/2" x 11" recycled paper (minimum of 20% post consumer waste).

All copies of the Proposal Package shall be firmly sealed in an envelope or package, clearly marked "**Consolidated Server and Storage Solution for the San Jose New City Hall, RFP 04-05-03.**" The Proposer's company name must also appear on the outside cover.

The proposal and all attachments shall be in English and complete and free of ambiguities, alterations and erasures. It shall be executed by a duly authorized officer or agent of the Proposer. In the event of a conflict between words and numerals, words shall prevail.

2.2 RFP Timeline

The *estimated* timeline for this procurement follows:

TASK	DATE	COMMENTS
Issue Request for Proposal	12/1/04	
Proposer's Code of Conduct due	12/08/04	Due prior to the conclusion of Pre-Proposal Conference
Mandatory Pre-Proposal Conference	12/08/04	
Written questions, requests for clarification and objections to the RFP due	12/10/04	Due by 5:00 PM, Pacific Time via fax or e-mail
Responses to questions/Addendum distributed (pre-proposal conference summary)	12/15/04	The City may issue addenda on or before 12/15/04.
Proposals Due	1/7/05	
Oral Interviews and presentations (Finalists will be interviewed during this timeframe.)	1/24/05 - 1/27/05	
Final Selection	3/1/05	

2.3 Inquiries and/or Clarifications

Proposers shall comply with the communication protocols and other instructions provided in [Attachment A, Procurement Process Integrity Guidelines](#).

Proposers are required to work through the contact(s) named in this document throughout the procurement process. Communications or attempted communications not in compliance with the Procurement Process Integrity Guidelines may result in disqualification from further consideration.

Any requests for clarification of the RFP shall be made in writing via fax or e-mail and delivered no later than 5:00 PM (PT) December 10, 2004 to the Procurement Contact listed [in Section 2.1, Invitation to Submit a Proposal](#).

Any City response to a request for clarification by a Proposer will be made in the form of an addendum to the RFP will be sent to all parties to whom the RFP has been issued.

PROPOSERS MAY RELY ONLY UPON WRITTEN INFORMATION AND/OR INSTRUCTIONS FROM THE CITY, AND THE CITY SHALL NOT BE RESPONSIBLE FOR ANY ORAL INFORMATION AND/OR INSTRUCTIONS GIVEN WITH REGARD TO THIS RFP.

2.4 Objections to the RFP

Prospective Proposers may raise objections to the structure, content, or distribution of the RFP. ([Attachment A, Procurement Process Integrity Guidelines](#).) Any objections must be provided using the format prescribed below:

RFP Section # and Section Title	Description of Objection	Rationale

Include the RFP Section number, Section title, a description of your objection along with your rationale. Insert additional rows as necessary.

Any objections to the RFP shall be made in writing via fax or e-mail and delivered no later than 5:00 PM (PT) December 10, 2004 to the Procurement Contact listed [in Section 2.1, Invitation to Submit a Proposal](#).

2.5 Pre-Proposal Conference

A combined mandatory pre-proposal conference for the Converged Network/ SAN Server project has been scheduled for:

December 8, 2004
1:00 to 4:00 pm
San José City Hall, City Council Chambers
801 North First Street, Second Floor
San José, CA 95110

This conference will cover RFP #04-05-02 Converged Network for the New City Hall, and RFP # 04-05-03 Consolidated Server and Storage Solution for the New City Hall. The purpose of this conference is to review the RFPs, provide clarification and respond to questions.

All potential Proposers are required to attend this conference. Failure of Proposer to attend this conference will result in rejection of Proposer's proposal(s) without further consideration. Proposers must submit a completed Proposer's Code of Conduct prior to the conclusion of the pre-proposal conference ([See Attachment A, Procurement Process Integrity Guidelines](#)).

Oral responses given at the conference are not binding to the City. Only responses and clarification issued via a written addendum shall be binding to the City. Attendance is limited to maximum of 5 representatives from each Proposer company, including sub-contractors.

2.6 Instructions To Proposers

These instructions serve as the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. No limitation on the content of the proposal is intended in these instructions and inclusion of any pertinent data or information is permitted.

2.6.1 Proposal Submittal Requirements

In order for the City to evaluate Proposals fairly and completely, Proposers shall follow the format set forth herein and provide all of the information requested. Proposals that do not adhere to these formatting requirements may be considered non-responsive.

2.6.1.1 Proposal Format

Section 1. Cover Letter

- a. The cover letter shall not exceed five (5) single pages and shall be signed by an authorized representative of the proposing firm.
- b. Briefly summarize your understanding of the requested services.
- c. Discuss the firm's specific role and present the firm's relevant qualifications for performing that role. Identify the names, address, affiliation, e-mail, and telephone number and fax number of the key contact person(s).
- d. Proposer shall address any problem(s) that they envision to be associated with fulfilling the requirements of the RFP and cite specific suggestions for avoiding or mitigating these problems.
- e. The cover letter should be a summary of the key aspects of the proposing company, distinguishing characteristics of the Proposal, the proposed technology solution and project approach as well as the principal advantages to the City. The principal advantages to the City should address the benefits to the City of procuring these services in the planned timeframe to meet the City's move-in schedule, customer service efficiencies, improved productivity of the City workforce, and other key benefits.
- f. The cover letter must provide a brief description of the proposing firm and shall include: history; number of years the organization has been in business; type of products and services it provides.

Section 2. Technical Proposal

-
- a. Proposers shall include in this section completed requirements response tables contained in this RFP in [Section 3.4, Requirements](#).

Section 3. Cost Proposal

- a. Proposers shall include in this section completed cost tables contained in this RFP in [Section 3.5, Cost](#).

Section 4. Required Forms

- a. Proposers shall include in this section the following completed required forms:
 - i. Form A. Proposal Form
 - ii. Form B. Proposer's Questionnaire
 - iii. Form C. Customer References (three customer references are required)
 - iv. Form D. Exceptions to the Exemplar Agreement
 - v. Form E. Support of Environmentally Preferable Procurement Policy
 - vi. Form F. Request for Contracting Preference for Local and Small Businesses (Required only if the Proposer is requesting preference as a local and small business enterprise)

Section 5. Required Attachments

- a. Proposers shall include in this section the following attachments:
 - i. **Preliminary Strategy and Design:** [See Section 3.4.3, Future State Requirements, requirement #1](#). Limit this attachment to 10 pages
 - ii. **Design Equipment and Approach for Implementing the Secondary SAN:** [See Section 3.4.3, Future State Requirements, requirement #7](#). Limit this attachment to 5 pages.
 - iii. **Storage Solution:** [See Section 3.4.3.4, Storage Area Network – Technical Requirements, requirement #8](#). Limit this attachment to 5 pages.
 - iv. **Enterprise Backup Solution:** [See Section 3.4.3.5, Enterprise Backup Solution Requirements, requirement #2](#). Limit this attachment to 5 pages.
 - v. **Preliminary Project Plan and Risk Mitigation Plan:** [See Section 3.4.5, Project Management, requirement #1](#).
 - vi. **Project Team Resumes:** [See Section 3.4.5.4.3, Key Personnel Background](#).

2.6.2 General Description of Proposed Agreement

Upon conclusion of the RFP process, the City will select a Proposer to enter into an Agreement (see Exemplar Attachment B) to perform all or part of the proposal.

All Agreements will require the Proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations.

2.6.3 Consequence of Submission of Proposal

The RFP does not commit the City to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.

[Attachment B, Exemplar Agreement](#) should be closely reviewed by all potential Proposers. By submitting a proposal, each Proposer agrees to execute the City's Agreement in the form

attached to the RFP, as revised to incorporate the pertinent criteria contained in the successful Proposer's submittal.

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

Should the successful Proposer fail to execute the agreement, the City shall have the right to seek legal remedies against the Proposer, including damages and shall have the right to award to the next responsive Proposer.

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

2.6.4 Acceptance or Rejection of Proposal

The Agreement shall be awarded to the Proposer whose proposal most closely satisfies the needs of the City and is deemed to be most advantageous to the City. The City reserves the right to accept or reject any item or group(s) of items of a proposal. The City also reserves the right to waive any minor informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an Agreement as a result of this RFP.

2.6.5 Insurance Requirements

The successful Proposer, at its sole cost and expense, and for the full term of the Agreement or any extensions thereof, will maintain - at a minimum - all of the insurance requirements listed in [Attachment B, Exemplar Agreement, Exhibit E, Insurance Requirements](#).

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

The successful Proposer will satisfy these insurance requirements prior to entering into an agreement with the City.

2.6.6 Public Record: Proposals Become Property of City

Responses to this RFP become the exclusive property of the City. At such time as the Department of General Services recommends a Proposer to the City Council, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary", the City will provide the

Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

2.6.7 Use of Subcontractors

Various companies may wish to combine resources in responding to the RFP. In such instances, the City requires the designation of a prime Contractor, accountable for the entire turnkey system proposal including the contract that may result from there.

2.6.8 Non-Discrimination: Preferential Treatment

The successful Proposer shall fully comply with Chapter 4.08 of the San José Municipal Code and agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of San Jose contracts. Any Proposer who so discriminates or gives preferences shall be deemed not to be a responsible Proposer in accordance with City of San José Charter Section 1217.

2.6.9 Local Business Enterprise (LBE) and Small Business Enterprise (SBE)

Chapter 4.06 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise or Small Business Enterprise and whether price has been chosen as the determinative factor in the selection of the vendor. For the purposes of this RFP, price is not the determinative factor in the selection of the vendor.

Proposers may request a contracting preference as a Local and/or Small Business by completing [Form F, Request for Contracting Preference for Local and Small Businesses](#). (See [Section 4, Submittal Forms](#).)

2.6.10 Exceptions to the Exemplar Agreement

[Attachment B, Exemplar Agreement](#), outlines the City's standard terms and conditions as part of the agreement between the City and successful Proposer. If the Proposer has any issues with any part of the Exemplar Agreement they should state their issues in their proposal.

Any exceptions or additions to the terms and conditions provided in [Attachment B, Exemplar Agreement](#), shall be included as part of the Proposal in [Form D, Exceptions to the Exemplar Agreement](#). (See [Section 4, Submittal Forms](#).) Please use the following notation to propose specific changes to the City's selected terms and conditions:

- [Red and underlined](#) for inserted text.
- ~~Red and strikethrough~~ for deleted text.

Exceptions or additions to the Exemplar Agreement will be considered during the Tier II and III Evaluations. Significant exceptions or additions to the Exemplar Agreement may adversely impact the Proposer's evaluation score as well as the ability to expeditiously negotiate a contract with the Proposer.

2.6.11 City Business Tax

If the Proposer is not currently doing business in San José, the Proposer(s) shall have to pay a City Business Tax prior to any commencement of work. Contact Finance/Treasury at (408) 277-5051 to determine costs.

2.6.12 Financial Statements

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

2.6.13 Environmentally Preferable Procurement Policy

2.6.13.1 Background

The City of San Jose has adopted an “Environmentally Preferable Procurement” (EPP) policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. These products include, but are not limited to, those that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed. Computers and other electronics are a growing focus of environmentally preferable purchasing activities due to their high prominence in the waste stream, their numerous hazardous chemical constituents, and their significant energy use. Moreover, when these products are improperly disposed of they can release hazardous substances that pollute the environment.

Proposers should review [Attachment C, Environmentally Preferable Procurement Policy](#) for complete information about this policy.

Proposers must complete [Form E, Support of Environmentally Preferable Procurement Policy](#) and provide the form with their Proposal. (See [Section 4, Submittal Forms](#).)

2.6.13.2 Environmental Proposal Requirements

In [Form E, Support of Environmentally Preferable Procurement Policy](#), Proposers shall include a description of how their proposal meets the City’s goals of procuring environmentally preferable products. The description should include an “End of Life Management” program in which they agree to provide take-back and management services for end-of-life electronic products, the use of recycled products for packaging and manufacturing and all other aspects that help the City meet its EPP objectives.

It is desirable that proposals address methods that will allow for the return of used equipment to the original manufacturer or 3rd party entity for reuse or recycling, preferably at no cost to the City.

2.6.14 Facility Related Responsibilities

Proposers shall note that construction for the New City Hall is in varying levels of completion. The selected Proposer (“Contractor”) shall use City Facilities in a reasonably efficient manner. Contractor, and its Subcontractors, employees, and agents, shall keep City Facilities in good order, shall not commit or permit waste or damage to such facilities, and shall not use such facilities for any unlawful purpose or act. Contractor shall comply, and shall cause its Subcontractors and employees to comply, with all applicable laws and regulations, including all of City’s standard policies and procedures that are provided to Contractor in writing regarding

access to and use of the New City Hall and other City Facilities, including procedures for the physical security and safety of City Facilities. Contractor shall not cause the breach of any lease agreements governing use of City Facilities. Any damages incurred to City Facilities caused by the Contractor and its Subcontractors and employees will be at Contractor's expense.

Proposers should note the following regarding the New City Hall construction:

- Contractor will need to make arrangements for off-site parking. No parking spaces will be available.
- Contractor shall be required to attend a two-hour safety and security training.
- Business hours for the New City Hall facility are 7 a.m. to 5 p.m., Monday through Friday, and 8 a.m. to 5 p.m. on Saturday. Delivery of equipment as well as provisioning of services need to take these hours into consideration as use of elevators will require a lift operator.
- Security of Contractor provided equipment will need to be coordinated closely with the City and its construction company. Contractor shall be responsible for the safety and security of its own equipment.

2.7 Evaluation and Selection

The Proposal evaluation period shall close upon the City's completion of its review and evaluation of Proposal Documents. The City shall not give notice to the Proposers of the close of the Proposal evaluation process.

Proposals shall be evaluated for responsiveness to the requirements of the RFP and to the responsibility of the Proposer. A Proposal shall be considered responsive if it complies in all material respects to the requirements of the RFP documents.

2.7.1 Overview of Evaluation Process

Any Contract resulting from this RFP shall be awarded to the Proposer that provides the most advantageous Proposal to the City.

Proposals shall be evaluated using a three-tier process:

- **Tier I Minimum Qualification Review:** The City shall perform an initial review of Proposals to determine if the minimum qualification requirements have been met. Proposers that are deficient in meeting the minimum qualifications at the time of Proposal submittal shall be deemed non-responsive to this RFP and no further consideration shall be granted. Proposers that do not advance to Tier II shall be notified in writing and no further consideration shall be granted.
- **Tier II Evaluation:** Proposals that meet the Tier I Minimum Qualification Requirements shall be evaluated based on the Tier II evaluation criteria herein. Based on that evaluation, a short list of finalists may be established. Proposers that are on the short list shall advance to Tier III of the process as outlined below. Proposers that do not advance to Tier III shall be notified in writing and no further consideration shall be granted.
- **Tier III Evaluation:** Proposers on the short list shall be required to demonstrate the proposed technology solutions and services in accordance with interview scripts to be provided by the City. The same evaluation criteria will be used for Tier II and Tier III

evaluations. Award shall be made to that firm whose Proposal is most advantageous to the City.

2.7.2 Tier I Minimum Qualification Requirements Evaluation

Proposers shall meet the minimum qualification requirements at the time of Proposal submittal:

- **Proposal Submittal:** The Proposer shall have followed the instructions provided in the RFP and shall have provided all requested information in the prescribed format.
- **Proven Track Record:** The Proposer shall have successfully completed the following projects:
 - Minimum of 3 projects involving consolidation of multiple data centers, and
 - Minimum of 3 projects involving the installation of fabric-attached storage with at least 20TB
- **Government Contracting:** The Proposer shall have successfully entered into at least one contract of a minimum of \$1 million with a government agency for an information technology project including both products and services.
- **Insurance:** The Proposer shall have the ability to meet the City's insurance requirements as stated in [Section 2.6.5, Insurance Requirements](#) prior to signing a contract with the City.

Proposers meeting the minimum qualification requirements shall advance to Tier II.

2.7.3 Tier II Evaluation

Proposer shall be evaluated during Tier II on the following criteria:

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| A. Vendor strategic business directions | 5% |
| Evaluation factors shall include the vendor's long term viability in the business, its core products and service offerings, and demonstrated commitment to partner with government organizations, including support of the City's Environmentally Preferable Procurement Policy. | |
| B. Resources and capacity to meet New City Hall move-in schedule | 15% |
| Evaluation factors shall include the breadth and depth of vendor's resources; individual resumes; proposed project plan; project management approach; staffing allocation; quality assurance measures; risk mitigation strategies; and ability to expeditiously negotiate a contract with the City as shown through concurrence with the City's terms and conditions as set forth in Attachment B, Exemplar Agreement . | |
| C. Firm and individual track record and experience with similar size projects | 15% |
| Evaluation factors shall include quality of vendor references and references for proposed key project team members (e.g., Project manager, core technical team, engagement manager); articulated project team roles and responsibilities; and commitment of resources to the City. | |
| D. Product and operational support capacity, including service levels | 20% |
| Evaluation factors shall include responses to functional, technical, and service level requirements; product and service warranties; maintenance and support capabilities; problem management and problem resolution capacity and approach. | |
| E. Technical design and architecture of proposed solutions | 15% |
| Evaluation factors shall include responses to technical requirements (e.g., | |

scalability, maintainability, assumptions for sizing, product viability and rationale, robustness of design, etc.)

F.	Overall cost and business value to the City	20%
	Evaluation factors shall include one-time costs, on-going support, total cost of ownership, and potential future costs to the City in relation to the proposed products and services.	
G.	Local Business Enterprise (LBE) Preference	5%
H.	Small Business Enterprise (SBE) Preference	5%
	Total	<hr/> 100%

Tier II scoring above shall be utilized for a determination of Proposers on the short list. The Proposers on the short list shall advance to Tier III.

2.7.4 Tier III Evaluation

The City shall conduct a thorough oral interview of the selected finalists. The interviews will allow the City to fully understand the finalist's ability to meet the evaluation criteria identified in Tier II. The criteria listed in Tier II will also be used in the Tier III evaluation. The City may modify the Tier II rankings of Proposers based on the Tier III evaluation. Interview scripts shall be provided to each finalist to guide the finalist in providing a thorough demonstration of all proposed technology solutions. The City will contact the customer references provided by the finalists. Additionally, the City may require visits to existing installations of comparable technology solutions.

Based on further clarification provided by the finalists during the interviews, the City reserves the right to request revised best and final offer (BAFO) technical and cost proposals from finalists. Finalists shall be ranked as a result of the Tier III evaluation to determine the most advantageous proposal to the City.

3.0 Statement of Work

3.1 Project and Technical Overview

The project scope for this RFP includes the overall consolidation and rationalization of the identified desktops, servers and storage into the NCH and the NOC.

The vendor will provide detailed plans and be responsible for migration and consolidation and to ensure that the systems are fully functional to support the City's business. The vendor is also asked to develop a future state architecture and design for server and storage. The vendor will be responsible for procuring hardware, software and integration services so that each of the items specified in this document are provided in a fully functional system configuration. The integration services should include planning, configuration, design, implementation, testing, training and other items necessary for the City to insure each element functions as expected.

3.1.1 In Scope Servers and Storage

The City currently supports approximately 150 servers that are targeted for server and storage migration and consolidation.

- Core Services and associated Servers
 - File and print
 - DNS,WINS, DHCP
 - Active Directory
 - Web Servers (intranet and Internet)
 - Authentication
 - Security
 - Terminal Services
 - Anti-Virus
 - FTP
 - Web Audio Video
- Sun Servers (approximately 20) will be targeted for storage consolidation and physical relocation but the scope does not include server consolidation
- Departmental servers (approximately 70)
- Miscellaneous servers which are targeted for physical move only into the new data center.

3.1.2 Out of Scope Servers and Storage

The following servers will be migrated and managed by the City Information Technology Department (ITD) and are out of scope for the server consolidations or migration:

- E-mail Servers
- Oracle applications consolidation and data migration is out of scope. However there may be servers that need to be relocated and upgraded because the servers are at end of their useful life.

- Note: It is assumed that the City's desktops will be physically moved from their current location into the NCH and will not be upgraded. Work associated with disconnect, move and reconnect are out of scope.

3.1.3 Optional Scope

- Ongoing post-migration support
- Procurement of servers in support of disaster recovery.
- Ongoing procurement of additional hardware, software and storage over a five year period.
- Consulting services as required by the City

3.2 Current IT Environment

The City of San Jose currently supports 6500 users across a geographically distributed environment. The City maintains a centralized data center in the Old City Hall building that houses the majority of the City's 148 servers. The IT staff is located in the same building.

3.2.1 Current Server Environment

Most servers that support the City's databases and core functionality are hosted at the data center. The remaining servers are distributed throughout different departments in the City and support file and print services and department specific applications.

[Attachment D, Server/Storage Inventory](#), contains an inventory of all servers in scope for this project.

3.2.1.1 Core Servers

The following enterprise infrastructure services have been identified as "core services."

Table 1. Core Services and Current State

Core Service	Current State
Authentication (Active Directory 2003)	<ul style="list-style-type: none"> ■ The City has an Active Directory 2003 implementation project under way and has deployed Active Directory for network authentication. The IT Department has moved to Active Directory and everyone else is on NT 4.0 Domains (roughly 10 domains and 25 domain controllers). ■ The City has developed an overall architecture and design for the AD 2003 implementations and it is anticipated that all users in the New City Hall will be authenticated through Active Directory. ■ Active Directory design is based on a single forest and single domain with multiple sites. City Hall will be a separate site within the AD forest. The Active Directory design document is included in this RFP as Attachment E, City's Planned Active Directory Migration. ■ Prior to commencement of the actual migration, the City plans to migrate distributed domain controllers into the old data center and consolidate these domain controllers in preparation for actual cut-over and move to the New City Hall.
Core Services Security	<ul style="list-style-type: none"> ■ The City currently allows remote access via dial-up and internet. <ul style="list-style-type: none"> □ Authentication via dial-up is performed against TACACS+ Server (and AD in the future). The City currently has two PRI circuits dedicated for remote access. □ Access over the internet is handled via VPN.

Core Service	Current State
DHCP/DNS/WINS	<ul style="list-style-type: none"> ■ The DHCP/DNS/WINS environment is comprised of: <ul style="list-style-type: none"> □ 3 external (SUN) DNS servers and 2 internal windows DNS servers □ 2 DHCP servers in Active Directory □ 3 WINS servers in Active Directory and 20 WINS server in the NT domains
MS Print Servers	<ul style="list-style-type: none"> ■ The City currently has approximately 13 print servers - each department has their own print server(s). <ul style="list-style-type: none"> □ 90% of print servers are based on HP Network Jet Cards and are located throughout the City. ■ The printer inventory has been included in this RFP as Attachment F, Printer Inventory.
MS File Sharing (Home directories and file shares)	<ul style="list-style-type: none"> ■ The City currently has 23 files servers with internal or direct attached storage supporting the departments' home directories. ■ Each Department/Domain has their own home directory running on one or more NT 4.0 file servers. ■ Total storage requirements estimated for home directories and user file systems is approximately 4.4TB or 2GB per user. ■ The NAS (WinTel) is fiber channel attached to an EMC Clariion 300 storage arrays (and has been in service since March 2004). <ul style="list-style-type: none"> □ The NAS Storage used for file sharing has approximately 1.5TB of usable storage.
MS Terminal Services	<p>The City plans to continue the use of Terminal Services. There are two scenarios that require terminal services. The City must have total capacity of 800 concurrent users on Terminal Services. This includes the current access plus what is needed for desktop compatibility for new applications.</p> <ul style="list-style-type: none"> ■ For older desktops that cannot directly support Active Directory, it is used for log into active directory servers. There are an estimated 700 users (concurrent) that have the older desktops and will require terminal services to be fully functional within that environment. The current MS Terminal Services server is adequate for the CIP application, but the City needs a Terminal Server replace servers with a solution that fits the consolidated environment to support the 700 users new users along with the current 100 existing users.
Anti-Virus	<ul style="list-style-type: none"> ■ The Anti-Virus system includes <ul style="list-style-type: none"> □ 200,000-250,000 e-mail scans a day. □ Replacement of AV hardware ■ Separate hardware for the virus monitoring and management ■ City currently has Trend Micro Antivirus or Norton Antivirus installed on all servers and desktop. ■ Trend Micro provides SMTP scanning and currently scans inbound and outbound e-mails (200,000-250,000/day).
FTP Services (Internal and External)	<ul style="list-style-type: none"> ■ The City currently has one external FTP Server. <ul style="list-style-type: none"> □ The server handles approximately 100 FTP transactions per day (each approximately 1MB in size). ■ The City also has one internal FTP server used by various applications.
Intranet Web Servers	The City currently has one Microsoft NT Window 4.0 server.
Internet Web Servers	The City currently has two Windows Advanced server clusters in a load-balanced configuration.
Web Audio/Video MS Media Services	The City currently has Microsoft Video Services running on a MS Windows 2000 server. It currently supports two encoding streams: audio and

Core Service	Current State
	audio/video.

3.2.1.2 SUN Servers

The City currently has approximately 20 SUN Microsystems servers. These SUN servers are predominately used for database, application/web servers and DNS servers. In addition, there are three mission critical applications and databases running in the SUN/Solaris environment:

- PROD - Peoplesoft Production Database and App/Web Servers
- SFG - Cayenta Citywide Financials Database
- IPROD – IDTS Database

3.2.1.3 Departmental Servers

Departmental servers will be migrated and upgraded as part of the project. Where possible, the vendor should propose hardware and software to reduce the number of servers and storage.

3.2.2 Current Storage

Most of servers have internal and or direct attached storage. The current SUN servers which are mainly used to support PeopleSoft and Enterprise Oracle applications are attached via Fiber Channel (FC) to Sun T3 Storage arrays. For the Intel environment, a Network Attached Storage, DELL / EMC CX300 With 2 Dell 775N Windows Storage Servers in a cluster (1.5TB) is used.

The City estimates the following as its current storage capacity:

■ Core Servers and Departmental Servers	9.5 TB
■ SUN Servers storage	3.5 TB
■ <u>GIS storage</u>	<u>2.0 TB</u>
■ Total	15.0 TB

Average utilization for servers is approximately 44%. Approximately 4.5 TB out of the 9.5TB of storage is currently being used.

Out of Scope: The City has a number of servers and storage array for its Exchange e-mail environment. The current email and associated storage will be migrated by City ITD staff and is out of scope of the project.

3.2.3 Current Backup and Recovery Environment

Backup and recovery is currently performed separately for each server by the systems administration staff responsible for the servers. Each server has dedicated backup utilities. The majority of Intel servers are backed up using Veritas Backup Exec, however, there are many different backup solutions in use across the departments including Veritas Backup Exec, ArcServ, etc. There is no enterprise backup solution in place.

The City currently uses Veritas Net Backup and SUN L60 with 60 DLT cartridges and 4 DLTD drives with bar-coding to create and manage tape backups for the SUN environment. ITD currently sends tapes to an off-site location using a third party vendor (Recall) every two weeks except for the payroll tapes which are sent immediately after completion of payroll processing.

The current L60 tape library is passed its end of life and is running out of capacity. The replacement of the L60 tape library is part of the scope of this RFP.

3.2.4 Security Management

Currently, the City has deployed Cisco firewalls at the perimeter. The City use WebSense for Internet URL filtering. WebSense works in conjunction with the Cisco firewall. The City also has some limited deployment of Network Intrusion Detection using Systems Network Associates' Intrushield 2600.

3.2.5 Configuration Management

The City is using standard Sun tools for configuration management of the SUN environment but does not have standard tools for management of the Intel environment, that is, there are no standards or tools for configuration management, software distribution, patch management, etc. Currently there are no or minimal desktop standards and most desktops have custom configuration. The majority of desktops are three to nine years old.

3.2.6 Network and Systems Managements

The City monitors many of the Wintel servers using What's UP Gold. There is no central NSM monitoring and management infrastructure in place. In addition, there is no central NOC infrastructure for event and alarm management. The City uses Prism Microsystems Event Tracker for windows for event log tracking. The City also uses SUN Management Center and Halcyon Reporter for the SUN environment.

3.3 Future IT Environment

3.3.1 Future Data Center

The future data center will be located in the New City Hall and have the following specifications:

3.3.1.1 Facilities Overview

- Approximately 2,500 Square feet of raised floor space. The New Data Center floor layout has been included as [Attachment G, New Data Center Floor Layout](#) in this RFP.

3.3.1.2 Future Server Environment

The CITY ITD staff has developed a preliminary strategy for server and storage consolidation. The City has compiled a consolidation matrix for their current servers and has included it as [Attachment J, Server Storage Consolidation Matrix](#) in this RFP. This vendor should evaluate, confirm and refine the City's preliminary strategy.

- **SUN Server/Storage consolidation** – The City plans to consolidate the SUN storage on a SAN. ITD also plans to add an additional SAN at a remote location for disaster recovery purposes. The City also considering the optional purchase of additional Sun servers in support of disaster recovery
- **Replaced by Day 1 Core Services** – These servers are currently used at the existing sites until the users are moved to the New City Hall. Once the users are moved to the New City Hall these servers will be shut off and decommissioned.
- **Replaced by Core Services after Day 1** – These servers are currently used at the existing sites and will need to be accessed by the users at the New City Hall until the data is migrated to the new after Day 1 Core Services servers.

-
- **Existing Servers moved intact - Attach to Enterprise Backup system** – These servers are to be moved to the New City Hall and attached to the Enterprise backup system.
 - **Hardware Refresh and Add to Enterprise Backup after Day 1 (No data migration)** - These servers are currently used at the existing sites and will need to be accessed by the users at the New City Hall until the hardware is refreshed and the data moved to the new servers. Vendor is responsible for hardware refresh, server data move, and attachment to Enterprise Backup System.

3.3.1.3 Network

The City is currently in the process of procuring the network infrastructure for the New City Hall. The network which will be in place by May 15, 2005 will adhere to the following specifications:

- The network will be comprised of a vendor solutions including routers and switches
- The Wide Area Components include:
 - Connection to the Internet
 - T-1 or equivalent dedicated circuits connection to remote sites
- Metropolitan Area Network
 - The metropolitan area network connects the New and old City Hall buildings through City owned fiber connections – the bandwidth will be assumed to be sufficient but may require further specification in the this RFP depending on the proposed server migration approach. The City is responsible for providing adequate bandwidth between the new and old city hall locations.
- Internal LAN Network
 - Backbone comprised of meshed Gigabit speed network switching equipment connected to two major network closets through redundant circuits using a combination of single mode and multi mode fibers
 - LAN wiring – 4 pairs of CAT 6E to each desktop

3.4 Requirements

All proposed solutions must meet the requirements identified in this RFP. In the response tables below, providing “Y” as a response indicates that the Proposer agrees to comply with the requirement. Providing “N” as a response indicates that the Proposer does not agree to comply with the requirement.

The Proposer shall include in the space provided below each requirement an explanation for any “N” responses. The explanation must describe why the requirement will not be met and what workarounds will be provided. The Proposer may use the space provided below each requirement to provide additional information for “Y” responses.

3.4.1 Minimum Qualifications

Requirement	Vendor Agrees (Y/N)?
The Proposer shall have followed the instructions provided in the RFP and shall have provided all requested information in the prescribed format.	
The Proposer shall have successfully completed the following projects: <ul style="list-style-type: none"> ■ Minimum of 3 projects involving consolidation of multiple data centers, and ■ Minimum of 3 projects involving the installation of fabric-attached storage with at least 20TB 	
Provide associated client name(s) and point(s) of contact information here of each of the above. Three of these projects must be included in the Proposal in Form C, Customer References .	
The Proposer shall have successfully entered into at least one contract of a minimum of \$1 million with a government agency for an information technology project including both products and services.	
Provide associated client name(s) and point(s) of contact information here.	
The Proposer shall have the ability to meet the City’s insurance requirements as stated in Section 2.6.5, Insurance Requirements prior to signing a contract with the City.	

3.4.2 New Data Center Move-In Requirements – Migration

#	Move-In Requirement	Vendor Agrees (Y/N)
1.	<p>The following Core Services must be implemented and configured at the New Data Center and operate at the levels described in Section 3.3.1, Future Data Center by June 9, 2005.</p> <ul style="list-style-type: none"> ■ Authentication ■ Print Services ■ DHCP/DNS/WINS ■ Terminal Services ■ Anti-Virus <p>The servers to be replaced by the initial move-in have been identified and included as Attachment J, Server Storage Consolidation Matrix in this RFP.</p>	
Insert Comments Here		

#	Move-In Requirement	Vendor Agrees (Y/N)
2.	Prior the first Council Session (September), vendor must: <ul style="list-style-type: none"> ■ Configure Web Audio/Video Streaming – configure with new video feed <ul style="list-style-type: none"> □ Encoding multiple sessions □ Provide multi-cast streams to those sessions 	
Insert Comments Here		
3.	As departmental staff migrates to the NCH (over a 10 week timeframe), the users need to experience no or minimal impact to business.	
Insert Comments Here		
4.	As departmental staff migrates to the NCH, the vendor will be responsible for relocation and migration of departmental located servers to the new NOC. If temporary hardware and storage are required to facilitate the move, the Proposer is responsible for procurement, configuration, installation, testing, documentation, etc.	
Insert Comments Here		
5.	Establishment of Enterprise Backup and Recovery services adhering to requirements stated in Section 3.4.3.5, Enterprise Backup Solution Requirements , including tested and documented backup and recovery of all services data and systems. As departmental staff migrates to the New Data Center, the target environment must be supported by the Enterprise Backup. The Proposer will take necessary precautions to backup existing servers and data as part of the relocation/migration.	
Insert Comments Here		
6.	The Proposer will be responsible for developing the workstation relocation plan for 2200 desktops. The Move-In Schedule has been included in this RFP as Attachment H, Department Move-In Schedule . The physical disconnect, move and reconnect will be managed by a third party vendor. The Proposer is responsible for execution of the workstation relocation plan. <ul style="list-style-type: none"> ■ The Proposer must also provide risk mitigation alternatives within the migration plan. ■ The detailed migration plan for desktop and servers must be finalized within three weeks of the contract signing. 	
Provide high-level migration approach and methodology here.		
<ul style="list-style-type: none"> ■ Also discuss risks to the migration schedule and include proposed risk mitigation approaches. 		
7.	The Converged Network project provides network segmentation and addressing, but the vendor must connect the hardware, configure the nodes (desktop, servers and printers) and resolve naming issues.	
Insert Comments Here		
8.	Performance of system and acceptance testing should be performed incrementally prior to each phase of the migration. The City is responsible for developing the test plan. The vendor responsible for supporting all test efforts.	
Insert Comments Here		
9.	Solutions must not impact identified departmental schedules.	
Insert Comments Here		

3.4.3 Future State Requirements

#	Requirement	Vendor Agrees (Y/N)
1.	<p>Develop a detailed consolidated server/storage architecture and design, and a consolidation strategy that articulates a definitive timeframe and expected City responsibilities. The scope of this strategy should encompass Core Services, departmental servers and the SUN environment. The vendor must also confirm, validate and refine the City's strategy as stated in Section 3.4.3.1, Core Services Requirements and Section 3.4.3.2, SUN Requirements. The design must include:</p> <ol style="list-style-type: none"> 1. Hardware/OS estimates (Model/Make) as required to support City's applications and services 2. Additional software requirements (# of licenses) 3. Storage and server connectivity 4. Storage solution 5. Criteria and rationale for the proposed solution. 6. The detailed consolidation design must be finalized within three weeks of the contract signing. 	
<p>Include Preliminary Strategy and Design as Attachment to the Proposal.</p> <ul style="list-style-type: none"> ■ Provide a preliminary design and sizing based on information within this RFP. ■ Provide all assumptions and rationale for the sizing. ■ Limit design response to 10 pages. 		
2.	<p>The Proposer will deploy the initial SAN configuration (20 TB) including SAN management software. Storage must meet technical criteria set in Section 3.4.3.4, Storage Area Network – Technical Requirements.</p>	
<p>Insert Comments Here</p>		
3.	<p>Server/storage architecture must be able to accommodate the projected growth of the City over a five-year period. Based on the projected growth in storage, the Proposer should provide a plan for incremental acquisition of storage hardware, network components and software to accommodate the growth in a timely manner. Vendor should include cost for growth.</p>	
<p>Insert the plan for incremental acquisition of storage hardware, network components and software to accommodate the growth in a timely manner here.</p>		
4.	<p>The Proposer will procure, configure, install and test all hardware, software and storage required for the consolidation of core services. Servers must meet technical criteria stated in Section 3.4.3.3, Servers – Technical Requirements.</p>	
<p>Insert Comments Here</p>		
5.	<p>The Proposer will consolidate departmental servers onto new hardware at the NCH (including migration of data, testing and documentation) and/or refresh departmental servers including consolidation of data. The Proposer will provide computing (server) capacity for non-core services as projected through the five-year period (assuming a 10% annual growth) as specified in the RFP as part of the proposed server solution. The City would like the vendor to provide high-end, data center class, cluster server configurations that can support multiple applications and mixed workloads.</p>	
<p>Insert details on hardware , software and services and estimates on number of servers required to run non-core services here.</p>		
6.	<p>The Proposer will migrate data into the new storage environment for the SUN servers.</p>	
<p>Insert Comments Here</p>		
7.	<p>The Proposer will setup the secondary SAN (including SAN Fabric) for disaster-</p>	

#	Requirement	Vendor Agrees (Y/N)
	recovery purposes of the enterprise mission-critical data at an alternate location. The proposed solution should enable remote replication of the enterprise critical data and will include acquisition, setup, testing and documentation. The proposed SAN should be configured for 6 TB of data.	
Include the design, equipment and approach for implementing the secondary SAN as an Attachment to the Proposal.		
■ Limit design response to 5 pages.		
8.	The Proposer will include the Security Solution that adheres to Security Management requirements as stated in Section 3.4.3.6, Security Management Requirements.	
Insert Comments Here		
9.	The Proposer is responsible for deployment of desktop and server configuration management tools to manage the new servers including software distribution, systems management consoles for server management and instrumentation of all new servers. Solution must adhere to requirements stated in Section 3.4.3.7, Network and Systems Management Requirements.	
Insert Comments Here		
10.	Proposer is responsible for performance testing adhering to requirements stated in Section 3.4.3.8, Testing Requirements.	
Insert Comments Here		
11.	Proposer is responsible for documentation of processes and training of City staff adhering to requirements stated in Section 3.4.3.9, Training and Documentation Requirements as systems are implemented.	
Insert Comments Here		
12.	Solutions must not impact identified departmental schedules.	
Insert Comments Here		

3.4.3.1 Core Services Requirements

The proposed solutions for Core Services must meet the following requirements.

Core Service	Requirements	Vendor Agrees (Y/N)
Authentication (Active Directory 2003)	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's Active Directory deployment. ■ The City will have an Active Directory system capable of supporting Authentication using Active Directory 2003 and network authentication. ■ The Active Directory will be configured as a high availability environment (99.95%) uptime. ■ The Active Directory configurations and plans have been included in this RFP as Attachment E, City's Planned Active Directory Migration. 	
Insert Comments Here		
Core Services Security	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's Core 	

Core Service	Requirements	Vendor Agrees (Y/N)
	<p>Services Security.</p> <ul style="list-style-type: none"> ■ The City will continue to allow remote access via dial-up and internet. ■ Authentication via dial-up will continue to be performed against an NT Domain. ■ Access via internet will continue to be handled via VPN. ■ The City requires centralized event logging (event tracking, event correlation), syslog management, alert processing, and other security related functionality. 	
Insert Comments Here		
DHCP/DNS/WINS	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's DHCP/DNS/WINS. ■ The City will have a DHCP/DNS/WINS solution that satisfies the following requirements: <ul style="list-style-type: none"> □ Supports 2200 users and appropriate number of subnets. □ WINS and DHCP must have 99.95% availability □ Separate hardware or hardware partitions. 	
Insert Comments Here		
MS Print Servers	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's Print Servers. ■ The City currently plans to reuse existing printers, but the vendor can propose a replacement of existing printers if the proposed print solution will lower the total cost of ownership for the City. <ul style="list-style-type: none"> □ The majority (90%) of the City's current printers are HP Direct Jet. ■ The print solution must accommodate the estimated 25 printers available on each of the 23 floors. ■ Proposer will be responsible for configuration including creation of the print queues, sharing of the print queues, labeling of the printers and all other tasks with setting up print services. ■ The City's Printer Inventory is included in this RFP as Attachment F, Printer Inventory. 	
Insert Comments Here		
MS File Sharing (file shares)	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's File sharing deployment. <ul style="list-style-type: none"> □ A solution for consolidation of current file services including software and hardware. □ A solution for consolidation of current file services including software and hardware. □ Migrate data , setup directories, maintain same net bios names, set up quotas, set up acls, etc. 	
Insert Comments Here		
MS File Sharing (Home directories)	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's 	

Core Service	Requirements	Vendor Agrees (Y/N)
	Home Directory deployment. <ul style="list-style-type: none"> <input type="checkbox"/> A solution for consolidation of current file services including software and hardware. <input type="checkbox"/> Migrate data, modify login scripts/account settings, set up quotas, set up acls, etc. 	
Insert Comments Here		
MS Terminal Services	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's Terminal Service deployment. ■ The City plans continue the use of Terminal Services. The City must have 800 concurrent users on Terminal Services. 	
Insert Comments Here		
Anti-Virus	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's Anti-Virus requirements deployment. The solution be able to handle: <ul style="list-style-type: none"> <input type="checkbox"/> Approximately 2,000 concurrent sessions <input type="checkbox"/> 200,000-250,000 e-mail scans a day. ■ The Provider will purchase an additional 1000 licenses of Trend Micro NeatSuite. <ul style="list-style-type: none"> <input type="checkbox"/> The Provider will replace AV hardware (servers) <input type="checkbox"/> The Provider will procure separate hardware for the virus monitoring and management 	
Insert Comments Here		
FTP Services (Internal and External)	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's FTP requirements. ■ The City requires separate FTP Servers for the external and internal environment for security reasons. ■ The new external FTP solution should be able to handle 100 FTP transactions per day (each approximately 1MB in size) and should scan all incoming files. 	
Insert Comments Here		
Intranet Web Servers	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's Intranet Web requirements. ■ Will propose a replacement of current Intranet web server environment. <ul style="list-style-type: none"> <input type="checkbox"/> Any proposed solution must be hardened and configured to industry best practice security standards. <input type="checkbox"/> Use current size and capacity as guidelines for sizing. 	
Insert Comments Here		
Internet Web Servers	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's Internet Web Services environment. ■ Will propose a replacement of current Internet web server environment. <ul style="list-style-type: none"> <input type="checkbox"/> Any proposed solution must be hardened and configured to industry best practice security standards. 	

Core Service	Requirements	Vendor Agrees (Y/N)
	<ul style="list-style-type: none"> <input type="checkbox"/> The proposed solution must meet 99.95% availability requirements and support incremental scaling and load balancing (or alternative solution as recommended by the vendor). <input type="checkbox"/> Use current size and capacity as guidelines for sizing. 	
Insert Comments Here		
Web Audio/Video MS Media Services	<ul style="list-style-type: none"> ■ The Provider will design, procure, implement, test and document the hardware and software to support the City's Web Audio/Video and MS Media Services requirements. ■ The solution will include a replacement of the current aging Web Audio Video MS Media server hardware and OS environment. <ul style="list-style-type: none"> <input type="checkbox"/> The City plans to archive council meetings and other events so the replacement servers must be part of the SAN. ■ The solution will use current size and capacity as guidelines for sizing. ■ The City needs to encode 3 separate sessions <ul style="list-style-type: none"> <input type="checkbox"/> Audio only <input type="checkbox"/> Audio / Video <input type="checkbox"/> Audio / Video High bandwidth 	
Insert Comments Here		

3.4.3.2 SUN Requirements

The migration of the SUN Microsystems Solaris environment that currently hosts mission critical business applications, has the following key objectives:

- Our intent is to minimally connect two SUN S-BUS 4500's database servers to the SAN. Optionally, the City would like to connect four additional SUN database servers to the SAN, with consideration toward a cost effective storage solution for the entire SUN environment. The vendor should also provide estimates for assistance with data migration.
- Improvement of disaster recovery capability using remote copying techniques in conjunction with the SAN solution.
- Seamlessly function with the SUN servers listed on the server spreadsheet while maintaining the HA Clustering and Instant Image features currently present.

The vendor is not expected to rationalize the SUN server applications but will assist in the migration of the data to the SAN environment including remote copying capabilities.

#	Requirement	Vendor Agrees (Y/N)
1.	Consolidation and migration of SUN servers into the new data center.	
Insert Comments Here		
2.	Design, procurement and configuration of all SUN hardware and software to facilitate enterprise applications.	

#	Requirement	Vendor Agrees (Y/N)
Insert Comments Here		
3.	Migration of enterprise data into the target storage solutions.	
Insert Comments Here		
4.	Implementation of the Enterprise backup and recovery for the Sun environment.	
Insert Comments Here		
5.	Installation and deployment of a replicated SAN at the old data center or alternate site. <ul style="list-style-type: none"> ■ The City requires that SUN servers hosting critical applications be attached to the SAN by the vendor. ■ The HA cluster and Oracle HA agents must remain functionally intact as well as either the Instant image currently employed or an instant copy function of the SAN. This must perform Valid, Full Oracle database and log file copies. (Currently databases are put into hot-backup mode during image copy). 	
Insert Comments Here		
6.	Deployment of remote replication of enterprise data into the replicated SAN. <ul style="list-style-type: none"> ■ The critical application servers and the SAN should be configured to perform data replication of Oracle database to off-site storage as a function of the SAN. 	
Insert Comments Here		
7.	Testing of the recovery at the remote data center	
Insert Comments Here		
8.	Performance of system and acceptance adhering to requirements stated in Section 3.4.3.8, Testing Requirements.	
Insert Comments Here		
9.	Documentation of processes and training of City staff adhering to requirements stated in Section 3.4.3.9, Training and Documentation Requirements.	
Insert Comments Here		
10.	Solutions must not impact identified departmental schedules.	
Insert Comments Here		

3.4.3.3 Servers – Technical Requirements

The project includes the procurement and implementation of servers. A key objective is to take advantage of newer technologies such as operating systems virtualization, hardware partitioning, load-balancing, clustering, etc., and to consolidate like servers where possible to simplify operation, reduce total cost of ownership and other efficiencies. The City is also interested in procuring a server solution which is scalable in nature and provides the opportunity for growth in upcoming years while remaining upwardly compatible.

The City's server inventory and preliminary recommendations for consolidation are provided in this RFP in [Attachment D, Server/Storage Inventory](#), and should be factored into the solution. The vendor is expected to validate the City's understanding of the opportunity and provide a preliminary recommendation around number of servers, sizing, software components required for supporting the core services consolidated environment, license fees, etc.

The proposed solution should at a minimum provide for the following technical requirements:

#	Server Requirements	Vendor Agrees (Y/N)
1.	The solution should allow for the capability to add new applications incrementally without reengineering or forklift upgrades by just adding additional servers, blades, etc.	
Insert Comments Here		
2.	All core services will be supported on an efficient number of servers, which are all configured in a robust and reliable manner (i.e., clustered fail-over, load balancing, etc). Servers should be configured to meet 99.95% availability during planned uptime. Planned downtime should be no more than 4 hours a month for each major server system.	
Insert Comments Here		
3.	Servers will be hardened to industry standards.	
Provide server hardening methodology here.		
4.	<p>Server configurations must meet the following minimums. Any server specification proposed by the vendor that falls below the following specifications will require justification by the vendor. The vendor will meet or exceed the following standards:</p> <ul style="list-style-type: none"> ■ Dual Xenon 3.2 GHz or higher processors ■ 4 GB RAM, expandable to 8 GB ■ RAID, Hot swappable drives ■ SCSI or Fiber Channel drives ■ 36 GB HD or greater 15K RPM ■ Two (2) mirrored OS drives ■ Hot-spare drive for OS ■ Dual-NIC supports Gig-E ■ Floppy drive ■ CD-ROM ■ Rack-mounted and redundant Power Supplies ■ Include applicable connectivity to proposed SAN solution OR enterprise backup solution ■ Windows 2003 Enterprise ■ Centralized management from either a local or remote console/connection 	
Described the proposed server configuration for the new environment here.		
5.	Server configurations will provide room for addition of subsequent servers (most likely via expansion with existing racks or via additional racks).	
Describe how server capacity can be added with additional servers and what is required here.		
6.	Memory, processors, on-board storage and network interfaces should all be of "data center" quality.	
Insert Comments Here		
7.	Expansion of server capacity will be addressed via adding additional enterprise-level servers and not through addition of processors and memory except in rare instances.	
Describe how server capacity can be added with additional memory/CPU and what is required here.		
8.	Proposed servers can support clustering to provide more robust and powerful computing solutions when and where the City may need them.	

#	Server Requirements	Vendor Agrees (Y/N)
Describe a server solution option that supports clustering here.		
9.	<p>Each critical server will be connected to two switches using dual Gigabit connections. Switches, standard Category 6 patch cabling will be provided by City of San Jose.</p> <p>Contractors will coordinate and work with the Network switch vendor to provide a workable redundant, failover and/or load balancing solutions for the Core services.</p> <p>The Ethernet switch core from the NOC to the Basement Distribution Closets will be utilizing 10 Gigabit connectivity and from the Basement Distribution Closets to the users desktop will be using 1 Gigabit connectivity.</p>	
Insert Comments Here		
10.	Will include adequate (rack mounted) server and management consoles in the data centers.	
Provide the estimated number of server and management consoles and recommendations here.		
11.	<p>Environmental Considerations</p> <ul style="list-style-type: none"> ■ Bidders must provide for each type of server proposed the following environmental information: <ul style="list-style-type: none"> <input type="checkbox"/> Server weight for average and maximum configurations <input type="checkbox"/> Floor loading (lb./square inch) for average and maximum configurations <input type="checkbox"/> Floor space required (footprint plus service clearance) for basic unit and extension, if any <input type="checkbox"/> Power (average and peak) <input type="checkbox"/> Cooling requirements <input type="checkbox"/> Rack configurations and requirements <input type="checkbox"/> Any other useful environmental information 	
List the servers and environmental information for each server here.		

3.4.3.3.1 Cabinet Specification Requirements

The City has already procured cabinets and all hardware must accommodate the following Cabinet specifications:

#	Cabinet Specification Requirements	Vendor Agrees (Y/N)
1.	All network cabinets shall be highly customizable, standard seven-foot (7') height by thirty-nine inch (39") deep enclosures that provide a minimum of three inches (0'-3") of vertical wire management space and brackets on the outside of each main internal mounting rail and provide multiple adjustable mounting options for accessories inside the cabinet enclosure.	
Insert Comments Here		
2.	Cabinets shall contain four (4) adjustable vertical mounting rails allowing four-point attachment of internal components and accessories with varying depths.	
Insert Comments Here		
3.	Network cabinets shall have EIA-310-D-Standard hole spacing with #12-24 tapped, square-punched or specialty mounting rails with RMU markings for equipment installation on both internal rails at no extra cost to the Owner. The contractor shall	

#	Cabinet Specification Requirements	Vendor Agrees (Y/N)
	verify which mounting rails should be ordered prior to purchase of the network cabinets. Any returns or re-stocking charges due to pre-ordering non-approved rails is at the Contractor's expense.	
Insert Comments Here		
4.	Cabinets shall provide high static load rating ranging from eight hundred pounds (800 lbs) to two thousand pounds (2,000 lbs).	
Insert Comments Here		
5.	Cabinets shall have a large open base for cable entry and exit that allows installation of an electronic cooling system able to reduce cabinet hotspot temperatures up to fifteen (15) degrees using less than two (2) rack units (RU).	
Insert Comments Here		
6.	Cabinets shall be shipped fully assembled or knocked down for areas with small receiving docks or Entryways.	
Insert Comments Here		
7.	All cabinets shall have a black finish, unless otherwise noted and shall be provided with a solid, double front door configuration that attaches to the cabinet frames with tool-less quick-hinge system and allows for single-keyed push button lock that is reversible by design. Cabinet shall be provided with black side panels, perforated rear door, and a top plate that contains two (2) exhaust fans located on the rear of the cabinet.	
Insert Comments Here		
8.	All network cabinets shall include one (1) vertical, corded power strip, with a minimum of ten (10) 20 Amps standard orientation outlets, 60 - 70 inches long, with a factory approved mounting system internal to the cabinet that does not inhibit the internal functioning of the cabinet system.	
Describe a server solution option that supports clustering here.		
9.	All network cabinet accessories shall be included as noted in the project drawings including those mentioned above.	
Insert Comments Here		
10.	All network cabinets shall have methods approved by a structural engineer for seismic mounting to the structure below and seismically braced from above. This seismic attachment method shall include attachments through the raised floor environment located in some spaces within the project.	
Insert Comments Here		
11.	Cabinet System Manufacturer must be Chatsworth MegaFrame System or equal.	
Insert Comments Here		

3.4.3.4 Storage Area Network – Technical Requirements

The project includes the deployment of the SAN configuration (storage arrays and SAN fabric) and SAN management software in support of Core Services.

The City has identified three main storage categories or “tiers” that need to be catered for within a total storage solution:

- **Tier 1 storage:** On-line storage for critical production applications (core services and enterprise applications) and associated data. High reliability, high availability, high performance, comprehensive, robust but easy-to-use management tools, and comprehensive disaster recovery capability (full hardware redundancy, data mirroring, rapid backup/restore, etc).
- **Tier 2 storage:** On-line storage for less critical data (i.e. development, test, training, home directories, workgroup shares, etc). Has lower reliability and performance requirements than tier 1 storage, but likely to be large in actual volume. Near-line and off-line storage of data that would otherwise reside on tier 1. Particularly for very large data sets with minimal access rates and very low performance requirements (i.e. software distribution shares, pointer-based copies of tier 2 data for near-line storage; and, data archival of infrequently used files for off-line storage). A seamless pointer needs to be provided to the user for restoring data.

The City estimates that storage requirements will increase linearly over the next 5 years at the rate of 30% per year. Based on this projected growth, the City estimates that it will require 20 TB at go live of the NCH, approximately 50 TB by year 5 in the NCH and approximately 62 TB by year 7 in the NCH. The City is interested in suggestions from bidders that will help reduce the current rate of growth (for example, storage management tools that can increase storage utilization ratios, archiving) while still being able to support the business needs.

The City also projects that the percentages required for Tier 1 storage, on-line storage for critical production applications and associated data to be 30% of the overall storage volume; Tier 2 storage, on-line storage for less critical data to be 70% of the overall storage volume.

- The City requests the validation of these numbers based off of current industry standards and/or other sizing methodologies.
 - This should consider that the City is not currently performing instant copies of data to disk so storage sizing will need to include required storage for copied data, both for the full copies and the “incremental type” copies of Tier 2 data.

The City is looking for consolidation of storage using fiber attached storage and SAN/NAS solutions to improve utilization, flexibility, scalability, recoverability and reduce total cost of ownership.

The proposed storage solution must meet the following technical requirements:

#	Technical Requirement	Technical Requirement Description	Vendor Agrees (Y/N)
1.	Host Connectivity - Host Bus Adapters	<ul style="list-style-type: none"> ■ Must have the interfaces that can provide connectivity to: <ul style="list-style-type: none"> □ The proposed host systems for core services □ Currently installed Sun Servers at the City and must be compatible with the existing host operating systems (OS). □ Must be able to support the number of host systems as defined in the Future Environment. 	
Insert Comments Here			
2.	Host Connectivity -	<ul style="list-style-type: none"> ■ Support for Fiber channel connections to the 	

#	Technical Requirement	Technical Requirement Description	Vendor Agrees (Y/N)
	Storage devices must accommodate:	following: <ul style="list-style-type: none"> <input type="checkbox"/> SUN Hardware <input type="checkbox"/> HP/Compaq Hardware <input type="checkbox"/> Dell Hardware <input type="checkbox"/> Any proposed hardware in the vendor's proposed solution ■ Support for the following Operating Systems <ul style="list-style-type: none"> <input type="checkbox"/> SUN Solaris and Sun HA Cluster 3.X <input type="checkbox"/> MS Windows NT/2000/2003 Server <input type="checkbox"/> Redhat (Linux) ■ Support and integration with: <ul style="list-style-type: none"> <input type="checkbox"/> SUN/StorageTek L60 Tape Library <input type="checkbox"/> Any proposed hardware in the vendor's proposed solution 	
Proposer must list the operating systems for which the proposed products are certified, including the OS version/free, and the host connectivity interfaces available, indicating standard and optional features.			
3.	Host Connectivity - Host Based Drivers	<ul style="list-style-type: none"> ■ Host-based drivers must be capable of supporting redundant pathing for high availability for all services 	
Insert Comments Here			
4.	Storage Capacity – Capacity Rate of Growth	<ul style="list-style-type: none"> ■ Must have a starting storage capacity at least 20TB. ■ Must be capable of supporting the City's storage needs for the next seven years. ■ The City expects to see a proposal option to extend storage up to 50 TB, incrementally, in the most cost efficient and effective way possible to support projected 5 year storage requirements. Initially the City plans to procure storage in 3 month increment. 	
Proposer must evaluate the City's growth projections and proposed storage acquisition plans. Proposer should provide alternative storage acquisition solutions that are potentially more cost efficient. In addition, Proposer should incorporate the City desire to take advantage of the trend of rapidly decreasing cost for storage.			
5.	Storage Capacity – Footprint Reductions	<ul style="list-style-type: none"> ■ Solutions will reduce the footprint required (number of storage "boxes") as compared to the existing systems, while maintaining or improving the storage systems performance. ■ The City will consider tiered- storage solutions that would allow mixing of high-speed/high-cost disk drives with low-cost ATA drives within the same footprint. ■ The City will consider a low-cost, large capacity, on-line storage pool for the various developments, testing and training instances of many of the hosted applications and databases. ■ Allocation/re-allocation of storage must be simple, flexible and non-intrusive and must 	

#	Technical Requirement	Technical Requirement Description	Vendor Agrees (Y/N)
		provide support for both Solaris HA Clusters, Red Hat Linux and WinNT/2000/2003 operating systems.	
List the proposed storage drives and capacity here.			
6.	Storage Capacity – Storage Systems Replacement Schedules	<ul style="list-style-type: none"> ■ The City wishes to consolidate the service on the installed Clustered NAS shared file storage systems. ■ Bidders may want to present different schedules, provided there is a robust justification for each alternative, highlighting its benefits to the City. 	
Provide replacement schedules here:			
7.	Storage Capacity – Short-Notice Capacity Additions	<ul style="list-style-type: none"> ■ The solution must be able to respond quickly to business changes that require additional capacity on short notice. <ul style="list-style-type: none"> □ Examples of how this need can be supported are stand-by capacity on demand (disk drives that are installed, but not used and can be activated by the City only when needed), on-site parts and guaranteed quick delivery. 	
Bidders are requested to discuss how their product features and their business processes can support this need, as well as the associated terms and conditions.			
Storage Systems Architecture <ul style="list-style-type: none"> ■ The proposed storage systems must be designed and built based on state-of-the-art technology and must be capable of providing high reliability, availability, and serviceability. ■ Vendors are required to provide a description of the architecture of the proposed storage systems, explaining how those systems will be able to support the City's business needs. ■ Storage architecture solutions will help enhance the manageability of the total storage environment and maximize the disk utilization ratios to drive down the effective cost of storage. 			
<ul style="list-style-type: none"> ■ Bidders should provide a brief discussion on how the proposed product architecture compares to other competitive offerings here. ■ Bidders must discuss how the architecture of the proposed solution can provide capabilities such as virtualization to help achieve those goals. 			
8.	Total Storage Solution	<ul style="list-style-type: none"> ■ Bidders are required to present the configuration of the total proposed storage solution. ■ The proposed configuration must show the storage systems, SAN fabric(s) and NAS devices, as well as how those devices are to be connected to ensure maximum availability such as redundant SANs. 	
Insert Storage Solution as an Attachment to the Proposal. <ul style="list-style-type: none"> ■ In addition to a brief text, schematic diagram(s) using MS Visio diagrams are highly recommended. ■ Limit design response to 5 pages. 			
9.	Storage Systems Technology	<ul style="list-style-type: none"> ■ Bidders must provide a detailed description of the technology incorporated in the proposed storage systems. 	
At a minimum, the following information should be provided: <ul style="list-style-type: none"> ■ Maximum raw storage capacity per system (base unit and expansion units, if available) 			

#	Technical Requirement	Technical Requirement Description	Vendor Agrees (Y/N)
<ul style="list-style-type: none"> ■ Maximum usable storage capacity per system (base unit and expansion units, if available) ■ Maximum disk drives per system (base unit and expansion units, if available) ■ Disk drive capacity ■ Disk controller ■ Controller cache (minimum and maximum) ■ Host system interfaces ■ RAID levels supported ■ Disk drive interface ■ Licensing model of the storage solution 			
10.	Storage Systems Performance	<ul style="list-style-type: none"> ■ Bidders must discuss the performance specifications of the proposed systems and state if those devices will be able to match or exceed the current storage performance. 	
<ul style="list-style-type: none"> ■ Indicate if different configurations and/or technology will affect performance, making recommendations as to the best-performance configuration. Include the following: <ul style="list-style-type: none"> □ Proposed and maximum number of hosts for solution □ Proposed and maximum number of IOPS for solution. 			
11.	Fault Tolerant Features	<ul style="list-style-type: none"> ■ Bidders must explain if and how the proposed storage systems are capable of providing the features listed below and any other features that can provide higher fault tolerance: <ul style="list-style-type: none"> □ Redundancy of critical components □ Hot-swappable parts □ Dual power cords □ Mirrored cache □ Battery backed-up cache □ Hot stand-by spares 	
Provide Fault Tolerance Features here.			
12.	High-Availability Features	<ul style="list-style-type: none"> ■ Bidders must explain if and how the proposed storage systems are capable of providing the features listed below and any other features that can provide higher availability: <ul style="list-style-type: none"> □ Automated failover/failback □ Alternate pathing □ Point-in-time copy □ Indicate pointer based and full copy capabilities <p>The City requires the ability to generate and create backups of full data volumes and/or a subset of those of any size at anytime. The proposed solution must:</p> <ul style="list-style-type: none"> ■ Provide full valid hot database backups and pointer based instant copies. ■ Support snapshots of full data volumes as well as subsets of those volumes to any size or timeframe. ■ Allow for continuous database availability throughout the process without loss of integrity or 	

#	Technical Requirement	Technical Requirement Description	Vendor Agrees (Y/N)
		<p>transactions during the process.</p> <ul style="list-style-type: none"> ■ Storage-level remote copy of mission critical data ■ Extended remote copy ■ Environmental monitoring ■ Phone-home capability ■ Non-disruptive microcode replacement (see Maintenance and Upgrades below) ■ Cluster support ■ Provide high availability (redundant) connectivity for all core server <p>Bidders must indicate which features are included as standard features of the proposed storage systems and which features are offered as an option, at additional cost.</p>	
Describe High-Availability Features here.			
13.	High-Availability Features - Automated failover/failback	<ul style="list-style-type: none"> ■ The solution must be equal to or better than that provided by the existing Sun Cluster environment (mirroring T3 storage arrays, Instant Image, etc.). 	
Insert Comments Here			
14.	High-Availability Features – Extended Remote Copy	<ul style="list-style-type: none"> ■ The City is currently developing an offsite Test/Contingency environment. ■ This option should include all necessary hardware, software, and services to provide a storage platform at that remote site that is sized at least 20% of the total usable storage on the City's production SAN. ■ The backup SAN should be configured with a minimum of 6TB of storage. ■ The solution should provide for SAN based instant copies and data replication (not host based) for Oracle databases and other mission critical data from the NCH NOC. ■ This environment should include its own backup and restore/recovery solution, which would not be dependent on the NCH NOC's backup and restore/recovery solution. 	
Insert Comments Here			
15.	Maintenance and Upgrades	<ul style="list-style-type: none"> ■ Non-disruptive maintenance and upgrades. 	
<ul style="list-style-type: none"> ■ Bidders are requested to provide a list of maintenance activities and schedules, indicating which activities are disruptive (require the storage device to be taken off-line; expected time interval off-line) and non-disruptive (can be completed while the storage device is on-line.) ■ Bidders are also requested to explain how upgrades (capacity, software, microcode) can be implemented, indicating if the upgrades are disruptive or non-disruptive, as defined above. 			
16.	Environmental Considerations	<ul style="list-style-type: none"> ■ Bidders must provide for each type of storage device proposed the following environmental information: 	

#	Technical Requirement	Technical Requirement Description	Vendor Agrees (Y/N)
		<ul style="list-style-type: none"> <input type="checkbox"/> Storage device weight for average and maximum configurations <input type="checkbox"/> Floor loading (lb./square inch) for average and maximum configurations <input type="checkbox"/> Floor space required (footprint plus service clearance) for basic unit and extension, if any <input type="checkbox"/> Power (average and peak) <input type="checkbox"/> Cooling requirements <input type="checkbox"/> Any other useful environmental information 	
<p>■ Provide for each type of storage device proposed the following environmental information here:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Storage device weight for average and maximum configurations <input type="checkbox"/> Floor loading (lb./square inch) for average and maximum configurations <input type="checkbox"/> Floor space required (footprint plus service clearance) for basic unit and extension, if any <input type="checkbox"/> Power (average and peak) <input type="checkbox"/> Cooling requirements <input type="checkbox"/> Any other useful environmental information 			
17.	SAN Infrastructure	<ul style="list-style-type: none"> ■ Bidders must present and discuss the proposed SAN infrastructure and how it will help enhance the availability of the storage environment. ■ Bidders must include a schematic diagram to illustrate the SAN configuration at both locations (the New and Old City halls) and a detailed inventory of switches and/or directors proposed. 	
<p>Enter SAN Infrastructure here.</p>			
18.	Storage Management and Resource Management (SAM/SRM)	<ul style="list-style-type: none"> ■ The increased complexity of the advanced-technology storage systems increases significantly the need for robust tools for viewing, managing, configuring and monitoring those systems. <ul style="list-style-type: none"> <input type="checkbox"/> The software proposed to manage the storage systems should be capable of providing most of the functionality listed below (grouped in "Basic" and "Expanded" capabilities.) 	
<p>■ Bidders are encouraged to present any other storage management functionality available with their products.</p> <p>■ Bidders must indicate which features are included as standard features of the proposed storage management software and which features are offered as an option, at additional cost.</p>			
19.	Basic Storage Management Capabilities	<ul style="list-style-type: none"> ■ The City is looking for software that is designed to manage the storage devices in a SAN environment, including the switches, arrays and host bus adapters (HBAs). ■ The software should also have the capability to discover and monitor file-based NAS boxes and storage attached to servers (direct-attached storage [DAS]). 	
<p>Insert Comments Here</p>			

#	Technical Requirement	Technical Requirement Description	Vendor Agrees (Y/N)
20.	Basic Storage Management Capabilities - Discovery	<ul style="list-style-type: none"> ■ The capability to provide automated discovery of multi-vendor storage-related devices, including HBAs, directors, switches, routers, disk and tape devices. ■ It also discovers the connections between devices. ■ The discovery process should not only take advantage of industry standard Management Information Bases (MIBs) but it should also take advantage of proprietary application programming interfaces (APIs). 	
Insert Comments Here			
21.	Basic Storage Management Capabilities - Visualization	<ul style="list-style-type: none"> ■ The capability to provide end-to-end pictorial and tree type views of the discovered devices and connections. ■ It also provides a view of event logs. ■ Additional views or group views can be provided to view the topology by location, line of business, application or application owner. ■ Additional device information such as firmware and OS version/release is also desirable. 	
Insert Comments Here			
22.	Basic Storage Management Capabilities - Monitoring and event management	<ul style="list-style-type: none"> ■ The capability to provide continuous health and status monitoring of discovered devices and the paths between those devices. ■ The device status can then be related to application or business unit service health. ■ Notifications of events are passed via Simple Network Management Protocol (SNMP) traps to other applications, including notification systems. 	
Insert Comments Here			
23.	Basic Storage Management Capabilities - Zoning administration and logical unit number (LUN) masking/binding	<ul style="list-style-type: none"> ■ Basic security for volumes in a SAN requires that switches be zoned and that LUNs in general be hidden to all servers except those to which they are assigned. ■ Indicate if LUN resizing capability is also provided. 	
Insert Comments Here			
24.	Basic Storage Management Capabilities - Launch Element Managers	<ul style="list-style-type: none"> ■ Allow for the ability to launch individual device element managers. 	
Insert Comments Here			
25.	Basic Storage Management Capabilities - Asset	<ul style="list-style-type: none"> ■ The capability to populate a base of information on the discovered devices for asset management reporting. 	

#	Technical Requirement	Technical Requirement Description	Vendor Agrees (Y/N)
	Management	<ul style="list-style-type: none"> ■ Indicate if only the discovered information provided by the MIB becomes available, or if users are allowed to add more information, such as where the device is located or its asset tag, useful for asset reporting and tracking. 	
Insert Comments Here			
26.	Basic Storage Management Capabilities - Administrative Security	<ul style="list-style-type: none"> ■ The capability to provide password protection for the system administrator and implemented roles that allow for view-only access to the management tools. ■ As the basic management requirements are delivered, the focus is turned toward providing additional security options to ensure that the storage network is more secure. ■ Risks include unauthorized access (by people and by operating systems with no concept of sharing storage), undetected deletion and modification, and creation of false data. 	
Insert Comments Here			
27.	Basic Storage Management Capabilities - Reporting	<ul style="list-style-type: none"> ■ Describe the set of basic reports provided, including short samples for illustration. ■ Describe capabilities that allow for the export of information into an external database for further reporting or provide expanded reporting within the product or as an option. ■ Indicate if reports address the current environment only, or historical data for trending purposes. ■ Also indicate that the system can report on the following: <ul style="list-style-type: none"> <input type="checkbox"/> Total data volumes versus capacity (across multiple servers and operating systems); <input type="checkbox"/> Quantity/volume of different types of stored data (i.e. database, log files, document files, email data, image files, etc); <input type="checkbox"/> Utilization and frequency of access of stored data; <input type="checkbox"/> Data attributes (i.e. ownership, last backup date, etc); <input type="checkbox"/> User based disk space quotas at the directory level 	
Insert Basic Storage Management Capabilities here.			
28.	Expanded Management Capabilities	<ul style="list-style-type: none"> ■ In addition to capabilities that will help operators keep the storage devices under control, the City wishes to expand the management capabilities to include management of the total storage environment and its integration with the management of systems. ■ The City would like to use the same tool for provisioning rather than requiring the use of 	

#	Technical Requirement	Technical Requirement Description	Vendor Agrees (Y/N)
		individual element managers. <input type="checkbox"/> If the proposed product(s) do not offer the features and functionality described below, the bidder should provide a timetable indicating if and when those capabilities are scheduled to become available.	
Insert Comments Here			
29.	Expanded Management Capabilities - Policy-based management	<ul style="list-style-type: none"> ■ The ability to launch actions based on defined events. ■ Explain if the proposed product includes sample policies and best-practice templates with customizable actions based on wizard or script-based responses. ■ The ultimate goal is to increase the ability of the software to drive the needed response to an event without operator involvement. 	
Insert Comments Here			
30.	Expanded Management Capabilities - Service-level management and charge-back	<ul style="list-style-type: none"> ■ The capability to measure the availability, usage and other metrics used to create a level of service agreement with the business unit. ■ It provides reporting on the performance against the agreement and provides some metrics that can be assigned value for charge-back purposes. 	
Insert Comments Here			
31.	Expanded Management Capabilities - SAN design and implementation support	<ul style="list-style-type: none"> ■ These are tools used to automate the design process, create the bill of materials for equipment order, provide a picture to be used to aid in the installation and then a correlation of the implementation with the actual design. 	
Insert Comments Here			
32.	Expanded Management Capabilities - Extended integration	<ul style="list-style-type: none"> ■ A set of capabilities that will facilitate true end-to-end integration: <ul style="list-style-type: none"> <input type="checkbox"/> The capability to provide a common “look and feel” by integrating element manager functionality into the main product rather than launching individual element managers <input type="checkbox"/> The ability to integrate with NSM framework of system management tools at a deeper level than just sending events <input type="checkbox"/> The capability to manage a heterogeneous storage environment. <input type="checkbox"/> Not void or detract from any existing support agreement on the applications impacted. 	
Insert Comments Here			

3.4.3.5 Enterprise Backup Solution Requirements

All of the servers, applications and data that are transitioned to the NCH will be part of the enterprise backup and recovery environment. This is a mandatory component of the response to the RFP as all backup operations are to be consolidated with the underlying goal of minimizing support requirements. As departmental staff migrates to the New Data Center, the target environment must be supported by the Enterprise Backup. The Proposer is also required to ensure that necessary pre-cautions (such as backup, disk imaging) is being conducted prior to the movement and migration of any server.

#	Enterprise Backup Requirements	Vendor Agrees (Y/N)
1.	The Proposer will provide a centralized Backup solution including Software/Hardware and servers for backup functions.	
Insert Comments Here		
2.	The Proposer will procure, configure, design, install and test of new tape library/tape robotic system.	
Include the proposed enterprise backup solution, architecture and design for all servers and databases in the proposed target environment as an Attachment to the Proposal. Limit this section to 5 pages.		
3.	The backup/tape library solution should provide: <ul style="list-style-type: none"> ■ Management of backup schedules ■ Bar coding ■ Scheduling and tracking of tape rotation including internal and external tapes ■ Backup management and testing from central console ■ Support for backup of remote servers ■ Reporting 	
Insert Comments Here		
4.	Backup and recovery software to support all servers, databases, SANs, NAS, etc. <ul style="list-style-type: none"> □ All databases should be backed-up in a manner approved by the manufacturer and in a hot state. 	
Insert Comments Here		
5.	Backup monitoring and administrative consoles (software and hardware) should be provided.	
Insert Comments Here		
6.	Licenses and software for all servers, SANs, etc.	
Insert Comments Here		
7.	Supports backup of all key databases in place at the City.	
Insert Comments Here		
8.	<ul style="list-style-type: none"> ■ Supports backup of MS Exchange email ■ Should be backed up in a manner approved by the manufacturer and in a hot state. Backups should be scripted and automated. Must have capability for full snapshot. 	
Insert Comments Here		

#	Enterprise Backup Requirements	Vendor Agrees (Y/N)
9.	<ul style="list-style-type: none"> ■ Includes a data/file archiving capability allowing older documents/files to be automatically moved off the primary on-line storage system to near-line (or similar) storage. <ul style="list-style-type: none"> □ User access to archived files via their Windows desktop must be as seamless as possible, and must be a fully automated process. 	
Insert Comments Here		
10.	Provides end-user self recovery of files for up to two days.	
Insert Comments Here		
11.	Tier 1 and Tier 2 must be instantly backed up every 4 hours and backed up to tape every 24 hours.	
Insert Comments Here		
12.	The Proposer should provide a solution to allow the City to recover its core services at a remote location within 72 hours in case of a major disaster, e.g. loss of building. The City is open to any solution that meets the objectives including redundant servers, quick-ship program, third party data center services, etc.	
Insert Comments Here		

3.4.3.6 Security Management Requirements

The proposed security solution for SAN should address the following:

#	SAN and Backup Security Management Requirements	Vendor Agrees (Y/N)
1.	The Proposer must explain security features of the SAN products they are proposing.	
Explain security features of the SAN products here.		
2.	The Proposer must ensure an secured centralized management from either a local or remote console/connection.	
Insert Comments Here		
3.	Secure access (ID/Password) and inactivity lock-out on management console	
Insert Comments Here		
4.	Secure remote access (encrypted network communication or better)	
Insert Comments Here		
5.	Support for different role-based security privileges for multiple system users/operators	
Insert Comments Here		
6.	Support for access control (ACL) based security for remote network management access	
Insert Comments Here		
7.	Support for time stamped audit trail/logs of login/logout, configuration changes and critical events and the ability to transfer information to a separate secure logging server.	
Insert Comments Here		

#	SAN and Backup Security Management Requirements	Vendor Agrees (Y/N)
8.	Intrusion detection and prevention	
Insert Comments Here		
9.	Central console for alarms and monitoring	
Insert Comments Here		

The proposed security solution for servers should address the following:

#	Server Security Management Requirements	Vendor Agrees (Y/N)
1.	The vendor must explain security features of the server products they are proposing.	
Explain security features of the server products here,		
2.	Secure centralized management from either a local or remote console/connection.	
Insert Comments Here		
3.	Secure access (ID/Password) and inactivity lock-out on management console	
Insert Comments Here		
4.	Secure remote access (encrypted network communication or better)	
Insert Comments Here		
5.	Support for different role-based security privileges for multiple system users/operators	
Insert Comments Here		
6.	Support for access control (ACL) based security for remote network management access	
Insert Comments Here		
7.	Support for time stamped audit trail/logs of login/logout, configuration changes and critical events. Separate protected server(s) for logging of events.	
Insert Comments Here		
8.	Host based intrusion detection and prevention.	
Insert Comments Here		
9.	Central console for alarms and monitoring	
Insert Comments Here		

3.4.3.7 Network and Systems Management Requirements

The proposal will include a Configuration Management solution that addresses the following:

#	Network and Systems Management Requirement	Vendor Agrees (Y/N)
1.	The Proposer should procure, configure and install hardware and software for server configuration management including: server imaging, software distribution, patch management, asset management, event monitoring, event correlation, reporting	
Insert Comments Here		

#	Network and Systems Management Requirement	Vendor Agrees (Y/N)
2.	The Proposer will procure and install software and hardware for desktop software distribution. The Proposer is not responsible for deploying software distribution software onto user desktops.	
Insert Comments Here		
3.	The Proposer will procure and install software and hardware for Software Asset and License management. The Proposer is not responsible for deploying software distribution software onto user desktops.	
Insert Comments Here		
4.	The Proposer will provide software and hardware to allow centralized and proactive monitoring of server and storage components. New servers should be instrumented for monitoring of all essential resources.	
Insert Comments Here		
5.	The Proposer will procure, configure and install a test environment for Core Services to adequately test server changes prior to roll-out.	
Insert Comments Here		

3.4.3.8 Testing Requirements

The following Testing Activities must be accomplished for all services in the New Data Center prior to deployment:

#	Description	Vendor Agrees (Y/N)
1.	<p>Environment Testing</p> <ul style="list-style-type: none"> ■ The Proposer will perform validation testing against the new Server/SAN environment to ensure that all functionality is operating at the same levels as prior to consolidation and migration. ■ The Proposer shall develop a detailed test plan for every phase of the project. Test plans shall include <ul style="list-style-type: none"> □ Methodology, □ Tool sets used for system testing, □ Required personnel to support the testing. □ The City Project Team shall verify the content of the test and conduct the testing. All customizations must be approved by the City in a test environment prior to moving to production environment. ■ The following tests must be included in testing process: <ul style="list-style-type: none"> □ functionality (if applicable), □ performance and load, □ failover recovery, □ database test (database schema), □ data migration test, and □ regression test 	
Insert Comments Here		
2.	<p>User Acceptance Testing (UAT)</p> <ul style="list-style-type: none"> ■ The Proposer must propose a list of functional criteria that will demonstrate that the installed system meets or exceeds: 	

#	Description	Vendor Agrees (Y/N)
	<ul style="list-style-type: none"> <input type="checkbox"/> the key project objectives, <input type="checkbox"/> key functional requirements of the system, <input type="checkbox"/> required fault tolerance parameters, <input type="checkbox"/> required security and disaster recovery parameters, and <input type="checkbox"/> stated technical performance criteria of the system (i.e., capacity, bandwidth, throughput, latency, etc). <input checked="" type="checkbox"/> The Proposer will facilitate the environment during the UAT and perform all necessary repairs and fixes. <input checked="" type="checkbox"/> The acceptance of UAT by the City validates the environment has been delivered according to City specifications. 	
Insert Comments Here		

3.4.3.9 Training and Documentation Requirements

The following Training and Documentation Activities must be accomplished for all Services in the New Data Center prior to deployment:

#	Description	Vendor Agrees (Y/N)
1.	<p>Technical Training</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> The vendor must provide structured training for at least six (6) City systems administration staff on all essential knowledge/skills for all key components of the system including practical hands-on training using equivalent hardware/software (in a purpose built training environment). <input checked="" type="checkbox"/> The training list should contain (but not be limited to) the following: <ul style="list-style-type: none"> <input type="checkbox"/> Microsoft Training MCSE (6) + other courses on specific topics. <ul style="list-style-type: none"> – The vendor/supplier must provide a training plan incorporating at least the following components: <ul style="list-style-type: none"> – Structured training for at least six (6) City systems administration staff equivalent to or exceeding the Global Knowledge Network’s Microsoft Windows 2003 MCSE Certification Career Track and the applicable certification tests for these classes. An example of these Global Knowledge Network classes are: <ul style="list-style-type: none"> » Microsoft Windows 2000 client Administration » Microsoft Windows XP » Microsoft Windows Server 2003 » Microsoft Implementing Windows 2003 Networking » Microsoft Windows 2003 Configuring Active Directory Services – Plus one of the following: <ul style="list-style-type: none"> » Microsoft Windows 2003 Security » Microsoft SQL Server 2000 Database Administrator – Plus 10 additional classes for I City Staff Members to cover specific topics such as <i>-Microsoft Exchange 2003, Microsoft Terminal Server, Microsoft Clustering, etc.</i> – An alternative for self paced study programs for staff members should also be included in the RFP response. 	

#	Description	Vendor Agrees (Y/N)
	<ul style="list-style-type: none"> <input type="checkbox"/> SAN / storage management classes (2) <ul style="list-style-type: none"> – Structured training for at least six (6) City systems administration staff on all essential knowledge/skills for all key components of the SAN and Storage management system including practical hands-on training using equivalent hardware/software (in a purpose built training environment). This training will include the areas of architecture, design, configuration, administration, backup and recovery, security of the SAN/Server environment, Server HBA driver configuration and all hardware and all software installation. It should be based on the best practices of the equipment manufacturer. <input type="checkbox"/> Other <ul style="list-style-type: none"> – Sufficient technical briefing sessions specific to the system implemented for the City to be conducted as part of the system handover for approximately 10 City staff (onsite at the New Civic Center facility). <input checked="" type="checkbox"/> All training shall occur in a time frame that best aids the City in the knowledge transfer process. 	
Insert Comments Here		
2.	<p>End-User Training</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> The vendor must provide one technical briefing session specific to the system implemented for the City to be conducted as art of the system handover for approximately 2000 City staff (onsite at the New Civic Center facility). This training could be available on-line or other type of delivery. The intent is provide a foundation for users on common everyday activities and be extensible to allow City staff to add new instruction over the course of time. 	
Insert Comments Here		
3.	<p>Documentation</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> The vendor must provide the following during handover: <input checked="" type="checkbox"/> Electronic and/or hard-copy versions of system manuals and user guides for all hardware and software are to be provided. <input checked="" type="checkbox"/> A comprehensive project report is to be provided (in electronic format), on project sign-off. <input checked="" type="checkbox"/> Comprehensive “as built” documentation is to be provided (in electronic format) including appropriate physical and logical diagrams. <input checked="" type="checkbox"/> Detailed Backup and Disaster Recovery Processes <input checked="" type="checkbox"/> Detailed Security Recommendation <input checked="" type="checkbox"/> Detailed IT Infrastructure Strategy <input checked="" type="checkbox"/> Detailed documentation of IT support processes including: <ul style="list-style-type: none"> <input type="checkbox"/> Configuration management <input type="checkbox"/> Software distribution to servers <input type="checkbox"/> Asset management. 	
Insert Comments Here		

3.4.4 Maintenance, Warranties and Support Services

#	Maintenance Mechanism	Vendor Agrees (Y/N)
1.	<p>Post-implementation support</p> <ul style="list-style-type: none"> ■ Contractor shall provide 90 days post implementation, on-site warranty support. The City will define the post-implementation support windows at a later date. This will include the move period and 90 days after the final move has been completed. 	
Insert Comments Here		
2.	<p>Maintenance Schedule</p> <ul style="list-style-type: none"> ■ To provide ongoing support for the proposed solution, all proposals must include service proposals including the following: <ul style="list-style-type: none"> □ Manufacturers support offering (including warranty), □ Extended support offerings from the manufacturers, □ Support levels being offered by the manufacturer □ Other support options the considered to be viable long-term support considerations for the City that will assist in maximizing uptime of the proposed solution(s). □ For each different design, vendors/suppliers must include a separate maintenance/support schedule for all equipment (hardware and software). □ The City encourages vendors/suppliers to design cost effective maintenance and support plans specific to the range of server and storage products proposed. □ For example, tier 1 storage will generally require more comprehensive maintenance coverage than tier 2 or tier 3. □ Proactive (remote) monitoring services will be considered. □ A copy of a sample Service Level Agreement (SLA) must be provided. 	
Insert Maintenance Schedule information required here.		
3.	<p>Maintenance and Warranty</p> <ul style="list-style-type: none"> ■ A complete maintenance and warranty agreement must be included as part of the Proposer's proposal, including all options available for extended coverage and full pricing details for each level of coverage. An explanation of the following shall be included with each maintenance proposal: <ul style="list-style-type: none"> □ One Year Warranty - All associated equipment in the Proposer's proposal must be warranted by the Proposer and by the manufacturer to be free of defects in equipment, software, and workmanship for a period of at least one year following system cutover. □ Defective Parts – During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to CITY. □ Maintenance Personnel – All system maintenance during the warranty period and under any maintenance agreements shall be performed by the successful proposing organization using personnel employed full time by the Proposer and at no additional cost to CITY other than those charges stipulated to maintain the warranty. □ Multi-Year Support – As part of the response to this specification, propose a multi-year system maintenance program for a period of three to seven years following the expiration of the original warranty period. ■ Proposers should identify the address of the manufacturer's local service centers and the number of service personnel trained on the proposed system and the 	

#	Maintenance Mechanism	Vendor Agrees (Y/N)
	number of average years of experience on the proposed system. <ul style="list-style-type: none"> ■ Include in this section any other support levels in the local area available to CITY for the maintenance of the proposed system. ■ Ongoing maintenance alternatives should be discussed along with associated charges. Include one (1) and three (3) year time options. 	
	Future Upgrades <ul style="list-style-type: none"> ■ Proposers should identify the process, cost estimates and projected time schedule for future upgrades. 	
Insert Maintenance and Warranty Information required here.		
4.	Repair Response <ul style="list-style-type: none"> ■ Proposals shall include clarification on the following issues: <ul style="list-style-type: none"> □ Repair Commitment – The Proposer must include a description of the Proposer’s repair commitment from time of trouble discovery through the time the trouble is cleared. □ Response Time – CITY is guaranteed an immediate response time for telephone support and no more than 4 hours on-site response time for all major system problems and a maximum of 24 hours response to other system problems. □ 4 Hour Response – During the warranty period, the Proposer must supply no more than a 4-hour response to major problems, 24 hours a day, 7 days a week. □ Major/Minor Problems – Proposer must describe their definitions of major and minor problems. □ Preventative Maintenance – Explain any services the manufacturer offers that would assist in disaster avoidance and recovery planning for the proposed system. □ Spare Parts Availability – Describe the availability of spare parts maintained in the area for the critical hardware and software. □ Replacement Time – Explain the amount of time required for full replacement of the central operating hardware/software of the system, assuming a suitable site exists for locating the replacement components. □ Emergency Installation – How long does it take trained personnel to install all components of affected equipment (hardware and software), if a major disaster destroys the system. □ Plan – Explain the available services provided by the Proposer to allow for a high level of recovery from disasters [e.g., within two (2) hours, four (4) hours]. What is your required response time to the City’s requests. □ Back-up Procedures – Describe standard system back-up procedures. □ Replacement Options – Describe the options available to City if a system component is destroyed (e.g., replacement with the next machine on the assembly line, replacement systems available locally, customer spares on site, etc.). □ Spares – What spares, if any should the City consider? If applicable, include in the proposal. ■ Include planned 24x7x4 support service for the ‘Core Service’ components. 8x5xNBD is acceptable for the other components. 	

#	Maintenance Mechanism	Vendor Agrees (Y/N)
Insert Repair Response information here.		
5.	The vendor will provide estimates for an additional 400 hours of on-site technical consulting regarding strategy, architecture and design if requested by the City.	
Insert Technical Consulting estimates and assumptions here.		

3.4.5 Project Management

3.4.5.1 Subcontractor Contact Information

Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of the City project manager.

This section must be completed for all subcontractors included in the Proposal. (Add additional tables if necessary.)

Subcontractor Company Name	
Local Address	
Headquarters Address	
Company Web-site Address	
Contact Representative Name & Title	
Representative Phone & e-mail	

Subcontractor Company Name	
Local Address	
Headquarters Address	
Company Web-site Address	
Contact Representative Name & Title	
Representative Phone & e-mail	

Subcontractor Company Name	
Local Address	
Headquarters Address	
Company Web-site Address	
Contact Representative Name & Title	
Representative Phone & e-mail	

3.4.5.2 List of Providers

Please indicate the name(s) of the company/companies that will furnish the products or services required in this project. This should include the Proposer and any Subcontractors. (If necessary, insert extra rows.)

Product or Service	Company

3.4.5.3 Project Management Requirements

The City is responsible for the management of the overall project, but the Contractor will adhere to the following Project Management requirements:

#	Requirement	Vendor Agrees (Y/N)
1.	<p>The Proposer must provide a detailed project plan for the entire engagement that contains the following:</p> <ul style="list-style-type: none"> ■ Explain the approach that will be taken with the implementation of the project. ■ Explain key milestone dates as identified in their project schedule. ■ Explain key information required from the City by key milestone dates. ■ Define the amounts and type of City resources required for successful delivery of the proposed solution. <p>This project plan must take into account:</p> <ul style="list-style-type: none"> ■ CITY Staff Schedules ■ Application Uptime Requirements ■ Server Dependencies <p>The Proposer must also provide risk mitigation alternatives within the migration plan.</p> <ul style="list-style-type: none"> ■ The detailed migration plan must be finalized within three weeks of the contract signing. 	
<p>Include Preliminary Project Plan and Risk Mitigation Plan as an Attachment to the Proposal.</p>		
2.	<p>The Proposer shall provide a secure website (including the actual project file) in order to combine project management efforts. The vendor should discuss their project management tools.</p>	
<p>Insert Comments Here</p>		
3.	<p>The Proposer shall provide representation in the following Consolidated Server and Storage project implementation teams:</p> <ul style="list-style-type: none"> ■ Risk Management ■ Core Design ■ Quality Control ■ Change Control 	
<p>Insert Comments Here</p>		
4.	<p>The Proposer shall provide weekly written progress reports against the project plan.</p>	
<p>Insert Comments Here</p>		

3.4.5.4 Proposed Project Team

The Proposer should demonstrate that it employs a competent team of people that are readily available to work on this project. All proposed key project personnel, including subcontractor staff, must be identified in the Proposal. Each person's role must be identified below.

#	Requirement
1.	Provide a list of the names, company, positions, hours and duration of assignment for each of your personnel that may be assigned to the project.
	Insert answer here.
2.	List roles and team members designated to each role
	Insert answer here.
3.	List other required resources (specify)
	Insert answer here.
4.	Please provide a diagram, preferably in MS-Visio, of the proposed project staffing structure. The diagram should show Proposer, subcontractor and City team members. Insert diagram in the space identified below.

Insert diagram here.

3.4.5.4.1 Proposed Project Manager

#	Requirement	Vendor Agrees (Y/N)
1.	The Proposer must provide a Project Manager who will be responsible for the delivery of the proposed solution. The Contractor's project manager shall report to the City's project manager.	
	Insert Comments Here	
2.	The Project Manager will be required to be an on-site resource provided by the vendor and will work closely with the City NCH Technology Team.	
	Insert Comments Here	
3.	The Proposer's Project Manager and the other on-site resources shall participate in bi-weekly progress meetings following the kick-off meeting to which the vendor must send a suitably informed representative. This meeting will review any change proposals and any deviations from the project plan.	
	Insert Comments Here	

3.4.5.4.2 Key Personnel

The City reserves the right to approve or disapprove any change in the successful Proposer’s project team members whose participation is specifically offered in the Proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by the Proposer.

The City may terminate the Contract based on the loss of what the City considers “key” personnel.

Identify in the table below all key personnel, the role/position of each person, the company name (including the Proposer and/or subcontractors), the anticipated hours per month and the duration of the person’s participation on the project.

Person/Company	Role/Position	Hours Per Month	Duration

3.4.5.4.3 Key Personnel Background

Provide resumes for key each project team member. Resumes must include the following information for each team member:

- Work history on similar projects
- Technical qualifications
- Certificates or honors
- Legal relationship with Prime or Subcontractor

Project team member resumes must be provided as an **Attachment to the Proposal**.

3.4.5.4.4 City Team Roles

The City expects that the Provider will perform all the necessary tasks to meet the City’s required scope. The table below requires that the Provider lists each City project team role required to facilitate the implementation of the proposed systems. Include team role, required skills, a brief description of tasks, estimated number of staff hours per role per month, and duration of the project required.

Role/Type	Required Skills	Task Description	Hours Per Month	Duration

3.4.5.4.5 City Responsibilities

Requirement
Describe what is required of the City to ensure a successful system implementation.
Insert answer here.

3.4.5.4.6 Project Team Continuity

Requirement
Describe your plan for maintaining continuity in the composition of the project team.
Insert answer here.

3.5 Cost

3.5.1 Hardware Cost Estimate Form

The instructions for the Hardware Cost Estimate Form are provided below. All costs associated with the hardware and operating system required to support any Software Solution shall be included. Label all items so that they may be cross-referenced to the proposed solution in [Section 3.4.3, Future State Requirements, requirement #1.](#)

#	Requirement	Vendor Agrees (Y/N)
1.	The Proposal shall include your hardware pricing methodology. This should include all assumptions required to estimate number and size of servers and SANs procured. Describe how you price hardware installed in various environments (e.g., development, testing, training, disaster recovery, operational).	
Insert a brief description of your hardware licensing and maintenance pricing methodology here.		
2.	The Proposal shall include a description of your strategy for maintenance agreement pricing after the initial term of the maintenance agreement has ended or after additional hardware has been licensed.	
Include a description of the long-term pricing strategy here.		
3.	The vendor agrees that all servers provided will adhere to the technical requirements as stated in Sections 3.4.3.3, Servers – Technical Requirements.	
Insert Comments Here		
4.	The vendor agrees that all storage hardware provided will adhere to the technical requirements as stated in Sections 3.4.3.4, Storage Area Networks – Technical Requirements.	
Insert Comments Here		

Servers and Operating System	Unit Cost	Quantity	Total	Annual Maintenance Costs
Item 1:				
Item 2:				
Item 3:				
Item 4:				
Total (Annual Maintenance Costs for five (5) years)				

SAN Components (HBA, Switches, Drivers, Arrays, etc.)	Unit Cost	Quantity	Total	Annual Maintenance Costs
Item 1:				
Item 2:				
Item 3:				
Item 4:				
Total (Annual Maintenance Costs for five (5) years)				

NAS Devices	Unit Cost	Quantity	Total	Annual Maintenance Costs
Item 1:				
Item 2:				
Item 3:				
Item 4:				
Total (Annual Maintenance Costs for five (5) years)				

Connectivity/Cabling	Unit Cost	Quantity	Total	Annual Maintenance Costs
Item 1:				
Item 2:				
Item 3:				
Item 4:				
Total (Annual Maintenance Costs for five (5) years)				

Other Hardware (include reason)	Unit Cost	Quantity	Total	Annual Maintenance Costs
Item 1:				
Item 2:				
Item 3:				
Item 4:				
Total (Annual Maintenance Costs for five (5) years)				

3.5.2 Software Cost Form

The Software Cost Form is provided below. All costs associated with the licensing and maintenance of the Software Solution shall be included. Label all items so that they may be cross-referenced to the proposed solution [Section 3.4.3, Future State Requirements, requirement #1](#).

#	Requirement	Vendor Agrees (Y/N)
1.	The Proposal shall include your software pricing methodology. Include items such as license cost per seat, per named user, per module, per server, per site/organization. Provide your definition of how you determine a seat, named user, site/organization by tax ID, etc.). How do you price software installed in various environments (e.g., development, testing, training, disaster recovery, operational).	
Insert a brief description of your software licensing and maintenance pricing methodology here.		
2.	The Proposal shall include a description of your strategy for maintenance agreement pricing after the initial term of the maintenance agreement has ended or after additional software has been licensed. Include in the response any third-party software that is part of the software solution.	
Include a description of the long-term pricing strategy here.		

Core Services Software	Unit Cost	Quantity	Total One-Time Cost	Annual Maintenance Cost
Item 1:				
Item 2:				

Core Services Software	Unit Cost	Quantity	Total One-Time Cost	Annual Maintenance Cost
Item 3:				
Item 4:				
Total Cost (Annual Maintenance Costs for five (5) years)				

Third-Party Software	Unit Cost	Quantity	Total One-Time Cost	Annual Maintenance Cost
Item 1:				
Item 2:				
Item 3:				
Item 4:				
Total Cost (Annual Maintenance Costs for five (5) years)				

Utility/System Management Software	Unit Cost	Quantity	Total One-Time Cost	Annual Maintenance Cost
Item 1:				
Item 2:				
Item 3:				
Item 4:				
Total Cost (Annual Maintenance Costs for five (5) years)				

Optional Software	Unit Cost	Quantity	Total One-Time Cost	Annual Maintenance Cost
Item 1:				
Item 2:				
Item 3:				
Item 4:				
Total Cost (Annual Maintenance Costs for five (5) years)				

3.5.2.1 Services Cost Form

The instructions for the Services Cost Form are provided below. All costs associated with the migration and consolidation of servers and storage into the NCH will be included.

1. Direct Labor

This category covers all of the types of labor (delineating different levels as appropriate) - that will be **directly** charged to the contract. (The Proposer is free to group labor in any categories that assist in managing the Statement of Work as long as the costs are accumulated for the same categories that are used for estimating purposes. A "time-phased breakdown" of labor hours and rates reflects the fact that the process of estimating and analyzing labor costs normally considers hours and rates separately.)

- a. Labor Hours
- b. Labor Rates

2. Travel

Travel shall be itemized to include the number of trips, the number of people traveling, the estimated cost of the transportation (including mode), the per diem cost of each traveler, etc. Provide itemized supporting data on the second page of the Services Cost Form.

3. Subcontractors

Identify and provide total estimated cost for each subcontractor. Attach individual City of San Jose Services Cost Forms for all proposed subcontractors.

COST PROPOSAL (Services)		City of San Jose Services Cost Form	Page _____ of _____
RFP No. 04-05-03			
Company Name		Name and Title of Signer	
Home Office Address		Signature/Date	
Services to be Performed		Total Proposal Amount \$	

DETAILED DESCRIPTION OF COST ELEMENTS

1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Total Est. Cost
Total Direct Labor			
Annual Escalation Factor for Direct Labor (%)			
3. Travel*			
a. Transportation			
b. Per Diem or Subsistence			
Total Travel			
4. Subcontractors/Suppliers**			

Total Subcontractors/Suppliers	
5. Other Direct Costs*	
TOTAL ESTIMATED COST AND FEE	
* Itemize on second page of Services Cost Form	
** Attach City of San Jose Services Cost Form for all proposed subcontractors	

COST PROPOSAL (Services)	City of San Jose Services Cost Form	Page ____ of ____
RFP No. 04-05-03		

SUPPORTING SCHEDULE

ITEM No.	ITEM DESCRIPTION	EST. COST (\$)
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PLANNING AND PREPARATION

Detailed Project Plan	<p>A detailed project plan for the entire engagement that contains the following:</p> <ul style="list-style-type: none"> ■ Explain the approach that will be taken with the implementation of the project. ■ Explain key milestone dates as identified in their project schedule. ■ Explain key information required from the City by key milestone dates. ■ Define the amounts and type of City resources required for successful delivery of the proposed solution. <p>This project plan must take into account:</p> <ul style="list-style-type: none"> ■ CITY Staff Schedules ■ Application Uptime Requirements ■ Server Dependencies ■ Risk Mitigation Techniques <p>MUST BE DELIVERED 3 WEEKS AFTER CONTRACT SIGNING</p>	
Detailed Migration Plan	<ul style="list-style-type: none"> ■ A detailed plan for the migration of servers and workstations to the New Data Center. This project plan must take into account: <ul style="list-style-type: none"> □ CITY Staff Schedules □ Application Uptime Requirements □ Server Dependencies □ Risk Mitigation Techniques ■ MUST BE DELIVERED 3 WEEKS AFTER CONTRACT SIGNING 	
Detailed Consolidation Architecture, Design and Strategy	<ul style="list-style-type: none"> ■ A detailed server/storage design for the Future Environment including Core Services, SUN servers and SAN. ■ This includes a detailed strategy for implementing the 	

	<p>future state by December 15, 2005.</p> <ul style="list-style-type: none"> ■ MUST BE DELIVERED 3 WEEKS AFTER CONTRACT SIGNING 	
MIGRATION ASSISTANCE		
Migration Week 1 (6/9/2005)	<ul style="list-style-type: none"> ■ The following departments (131 people) will be moved: Information Technology General Service Warehouse Receiving Purchasing General Services Facilities Management 	
Migration Week 2 (6/16/2005)	<ul style="list-style-type: none"> ■ Department of Transportation (188 people) will be moved 	
Migration Week 3 (6/23/2005)	<ul style="list-style-type: none"> ■ Public Works (210 people) will be moved 	
Migration Week 4 (6/30/2005)	<ul style="list-style-type: none"> ■ The following departments (216 people) will be moved: Auditor Housing Environmental Services 	
Migration Week 5 (7/7/2005)	<ul style="list-style-type: none"> ■ City Attorney and Park & Rec (216 people) will be moved. 	
Migration Week 6 (7/14/2005)	<ul style="list-style-type: none"> ■ Mayor, City Council, City Managers (188 people) will be moved 	
Migration Week 7 (7/21/2005)	<ul style="list-style-type: none"> ■ Employee Services and Finance (128 people) will be moved. 	
Migration Week 8 (8/4/2005)	<ul style="list-style-type: none"> ■ City Attorney and Redevelopment Agency (134 people) will be moved. 	
Migration Week 9 (8/11/2005)	<ul style="list-style-type: none"> ■ Various departments (217 people) will be moved. 	
Migration Week 10 (8/18/2005)	<ul style="list-style-type: none"> ■ Various departments (162 people) will be moved. 	
IMPLEMENTATION OF FUTURE ENVIRONMENT		
Implementation of Future Environment	<ul style="list-style-type: none"> ■ This includes: <ul style="list-style-type: none"> <input type="checkbox"/> Hardware/Software Procurement <input type="checkbox"/> Hardware/Software Installation and Configuration <input type="checkbox"/> Environment Testing <input type="checkbox"/> Creation and documentation of support processes (security, backup and recovery, etc.) ■ MUST BE COMPLETED BY 12/15/2005 	
Handover Activities	<ul style="list-style-type: none"> ■ This includes: <ul style="list-style-type: none"> <input type="checkbox"/> UAT <input type="checkbox"/> All required training <input type="checkbox"/> Turnover of all documentation ■ MUST BE COMPLETED BY 12/15/2005 	

OPTIONAL – ANNUAL SUPPORT OF OPERATIONS

Operational support services that are over and beyond maintenance and warranty	<ul style="list-style-type: none"> ■ This includes: <ul style="list-style-type: none"> □ One-year support □ Optional renewal of up to 7 years ■ MUST BE STARTED BY 6/15/2005 	
--------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

3.5.3 Hourly Rates of Proposed Staff

Provide the hourly rates of proposed staff in the form below. Include all staff required to support the services detailed in the Services Cost Form above. Also include staff that will participate during the configuration and implementation by the System Integrator and subject matter experts that may be called upon by the City at any time throughout the course of the entire City of San Jose SAN/Server Transformation Project.

4. Project Role

Identify the role of each proposed staff member that will assist in the migration and consolidation of servers and storage for the City of San Jose. Project Roles can include Project Manager, Technical Staff, System Architect, etc.

5. Name/Title/Company

Provide the name, title and company of the individuals proposed to fulfill each project role.

6. Proposed Rate

Provide the hourly rate of the individuals in each Project Role.

7. Total Level of Effort

Provide the total number of hours proposed for the individuals in each Project Role.

Project Role	Name/Title/Company	Proposed Rate	Total Level of Effort

4.0 Submittal Forms

Proposals should adhere to the following requirements for completing the Submittal Forms:

- Submittal Forms are to be completed in accordance with the directions thereon and in [Section 2.6.1, Proposal Submittal Requirements](#).
- All required explanatory narratives and supplementary data are to be included with the Submittal Forms as indicated.
- Identify the Proposer where indicated on each Submittal Form.
- Unless otherwise specified, Submittal Forms requiring signature(s) must be executed by the person who signs the Proposal Letter.
- Use of black ink and/or typewritten entries is required on the Submittal Forms and all additionally requested information.

Failure to comply with any of the above requirements may render the Proposal non-responsive.

The following Submittal Forms are included in this section:

- Form A. Proposer's Form
- Form B. Proposer's Questionnaire
- Form C. Customer References
- Form D. Exceptions to the Exemplar Agreement
- Form E. Support of Environmentally Preferable Procurement Policy
- Form G. Request for Contracting Preference for Local and Small Businesses

4.1 Form A. Proposer Form

PROPOSER

Name:

Address:

Telephone:

Facsimile:

Contact person, title, telephone and fax number

PROPOSER'S REPRESENTATIONS

Proposer understands, agrees, and warrants:

1. That Proposer has carefully read and fully understands the information that was provided by the City to serve as the basis for submission of this proposal.
2. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. That all information contained in the proposal is true and correct to the best of Proposer's knowledge.
4. That Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
5. That Proposer did not receive unauthorized information from: Any City staff member, or Consultant during the Proposal period except as provided for in the Request for Proposal package, addenda thereto, or the pre-proposal conference.
6. That by submission of this proposal, the Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

PROPOSER'S SIGNATURE

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

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

1. If Proposer is an INDIVIDUAL, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Date _____

Proposer's Signature

Proposer's Typed Name and Title

2. If Proposer is a PARTNERSHIP or JOINT VENTURE, at least two (2) Partners or each of the Joint Venturers shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

Partnership or Joint Venture Name (type or print)

Date _____ By: _____

Member of the Partnership or Joint Venture
(Signature)

Date: _____ By: _____

Member of the Partnership or Joint Venture
(Signature)

3. If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:
The undersigned certify that they are respectively:

_____ and _____
Title Title

of the corporation named below; that they are designated to sign this Proposer Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

4.2 Form B. Proposer's Questionnaire

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

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

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

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

A.	NAME	ADDRESS	SHARE
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>

B. Date of Organization:

C. General or Limited Partnership

(if applicable)

D. Agreement Record

County	State	Date
--------	-------	------

E. Registered in California?

If so, when?

4. If a corporation, answer the following:

A. When incorporated?

B. In what state?

C. Authorized to do business in California?

If so, what date?

D. Name, address, years in the corporation, and percentage of stock held by the following officers:

President:	_____	Years:	_____	Stock %:	_____
Vice President:	_____	Years:	_____	Stock %:	_____
Secretary:	_____	Years:	_____	Stock %:	_____
Treasurer:	_____	Years:	_____	Stock %:	_____
Other	_____	Years:	_____	Stock %:	_____

E. Name, address and percentage of stock held by each Member of the Board of Directors:

Chairman:	_____	Stock %:	_____
Member:	_____	Stock %:	_____
Member:	_____	Stock %:	_____
Member:	_____	Stock %:	_____

F. Name, address and shares of stock held by other principal stockholders: (A Principal Stockholder is defined as a stockholder who holds 10% or more of outstanding stock of the corporation).:

Total capitalization: \$ _____
Amount of capital stock subscribed: \$ _____
Amount paid in: \$ _____

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

YES NO If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

6. Have you ever declared bankruptcy or been declared bankrupt?

YES NO If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

7. Has your company every had any agreements cancelled?

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

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

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

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

YES **NO** If yes, give details. Attach copy of such agreement(s).

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

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

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

Signature

Signature

(Please Print or Type name)

(Please Print or Type name)

Title

Title

4.3 Form C. Customer References

The Proposer must provide three (3) customer references for the Proposer and three (3) customer references for each subcontractor proposed for this project. Customer references must be provided using the form below.

If the Proposer and subcontractor(s) have worked together in the past, at least one (1) of the references provided for each subcontractor must be for a previous project where the Proposer/Subcontractor relationship was the same as proposed for this project.

Question	Response
Company name (Proposer or Subcontractor)	
Customer name	
Population served	
Customer contact information (name, address, telephone, e-mail)	
Brief narrative description of the project, including: project title, contract amount, project timeframe, project scope and complexity, project issues/obstacles and how they were overcome, and any other information needed to describe the project.	
Products installed	
Proposer/Subcontractor Project Manager	
Was contracted service provided on time and on budget?	

4.4 Form D. Exceptions to the Exemplar Agreement

Any exceptions to the City's Exemplar Agreement should be identified in the table below. Include the Section number, Section title, your specific proposed changes using the notations below, and your rationale for the proposed change. Insert additional rows as necessary.

Proposers shall use the following notation to propose specific changes to the City's selected terms and conditions:

- Red and underlined for inserted text.
- ~~Red and strikethrough~~ for deleted text.

Ts&Cs Section #, Title, Paragraph #	Exceptions/Proposed Changes	Rationale

Exceptions to the Exemplar Agreement will be considered during the Tier II and III Evaluations. Given the City's implementation schedule, significant exceptions to the Exemplar Agreement may adversely impact the City's ability to expeditiously negotiate a contract with the Proposer.

4.5 Form E. Support of Environmentally Preferable Procurement Policy

Complete the table below with a description of how the Proposer will support the Environmentally Preferable Procurement Policy. The Policy is included in this RFP as [Attachment C, Environmentally Preferable Procurement Policy](#).

Proposer Name	
Describe how the Proposer will support the Environmentally Preferable Procurement Policy	

4.6 Form F. Request for Contracting Preference for Local and Small Businesses

This form is required to be included in the Proposal only if the Proposer is requesting preference for Local and Small Business Enterprise status.

City of San Jose Request for Contracting Preference for Local and Small Businesses			
<p>Chapter 4.06 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.</p> <p>In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (<i>regardless of where they are located</i>) of your firm is 35 or fewer.</p> <p>There are two ways in which the preference can be applied. In procurements where price is the determinative factor (<i>i.e. there are not a variety of other factors being considered in the selection process</i>) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.</p> <p>In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an additional 5% to 10% points in the scoring of their proposal.</p>			
<p>The following determinations have been made with respect to this procurement: (for official use only)</p>			
Type of Procurement	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal
Type of Preference	<input type="checkbox"/> Price is Determinative		<input checked="" type="checkbox"/> Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost	LBE preference = 5% of Points SBE preference = 5% of Points	
<p>In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.</p>			
Business Name			
Business Address			
Telephone No.			
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Other (explain)
<p>*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE In order to qualify as an LBE you must provide the following information:</p> <p>Current San Jose Business Tax Certificate Number </p> <p>Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County: </p>			
<p>**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your entire business — NOT just local employees, or employees working in the office address given above.</p> <p>Please state the number of employees that your Business has: </p>			
<p>Based upon the forgoing information I am requesting that the Business named above be given the following preferences (<i>please check</i>): <input type="checkbox"/> Local Business Enterprise <input type="checkbox"/> Small Business Enterprise</p> <p>I declare under penalty of perjury that the information supplied by me in this form is true and correct.</p>			
<p>Executed at: _____, California</p> <p>Date: _____</p> <p>Signature _____</p> <p>Print name _____</p>			

5.0 Attachments

The following Attachments are available on the City's website at: www.xzy.gov

Attachment A. Procurement Process Integrity Guidelines

Attachment B. Exemplar Agreement

Attachment C. Environmentally Preferable Procurement Policy

Attachment D. Server/Storage Inventory

Attachment E: City's Planned Active Directory Migration

Attachment F. Printer Inventory

Attachment G. New Data Center Floor Layout

Attachment H. Department Move-In Schedule

Attachment I. Acronyms

Attachment J. Server Storage Consolidation Matrix

November 18, 2004

TO: PROSPECTIVE PROPOSERS

SUBJECT: PROCUREMENT PROCESS INTEGRITY GUIDELINES FOR THE NEW CITY HALL CONVERGED NETWORK/SAN SERVER REQUESTS FOR PROPOSALS

On August 31, 2004, staff responded to the City Council's request to develop mechanisms for the Converged Network/SAN Server RFPs that reinforce ethical conduct among prospective Proposers, by introducing the concept of "Procurement Process Integrity Guidelines." These Guidelines would address various elements of interaction between prospective Proposers and the City during the procurement process, and include a vendor code of conduct and declaration form that would be required, early in the procurement process, from any firm interested in proposing on the Converged Network/SAN Server RFPs. On November 9, 2004, the City Council approved these Guidelines.

These Guidelines are intended to promote and maintain the highest standards of personal and professional conduct, and ensure that all prospective Proposers can compete in a fair and objective selection process. The following sections provide specific guidelines that will be applied during the New City Hall Converged Network/SAN Server procurement. These guidelines will be incorporated into the RFP document.

Communication Protocols— This section describes the characteristics of appropriate communication between potential Proposers and the City during various phases of the Converged Network/SAN Server procurement. These communication protocols are consistent with the City Charter and Municipal Code. Notably, prospective Proposers will have structured opportunities to raise any concerns at each stage of the process and within specific timeframes. By providing this structure, the communication protocols are intended to ensure that any issue encountered can be addressed immediately and appropriate to the nature of the concern, while maintaining the integrity of the overall selection process.

PRIOR TO RFP RELEASE

1. City staff will refer inquiries from prospective Proposers and requests to meet and discuss the upcoming project to the Project Manager. Information provided by the Project Manager to prospective Proposers will be limited to facts already made available to the public.
2. The offices of the Mayor and Councilmembers will refer prospective Proposers or their representatives to the City Manager or the City Attorney, or both.. If a prospective Proposer or the Proposer's representative alleges improper conduct by a City employee or consultant, the City Manager's Office will investigate the alleged misconduct, in consultation with the City Attorney's Office and others as appropriate. The City Manager's Office will refer all other inquiries related to the RFP to the Project Manager.
3. In order to solicit stakeholder input to the RFP, requests for information or industry forums may be used. Such forums will be open to all interested parties.
4. Any questions or concerns from prospective Proposers regarding potential conflicts of interest will be directed to the Project Manager. The Project Manager will review the issue in consultation with the City Attorney's Office and Deputy City Manager.

AFTER THE RFP HAS BEEN RELEASED

1. All contact between prospective Proposers and the City must be directed to the Procurement Contact designated in the RFP. All requests for clarification or other inquiries must be made in writing.

2. Inquiries or questions will be responded to in writing by the Procurement Contact, through addenda to the RFP. This ensures that the same information is provided to all prospective Proposers.
3. Any questions or concerns from prospective Proposers regarding potential conflicts of interest are to be directed to the Procurement Contact. The Procurement Contact will review the concern in consultation with the City Attorney's Office and Deputy City Manager.
4. A specific deadline will be specified in the RFP, prior to the proposal due date, for prospective Proposers to raise any objections to the structure, content, or distribution of the RFP. Such objections must be communicated in writing to the Procurement Contact.
5. The offices of the Mayor and Councilmembers will refer prospective Proposers or their representatives to the City Manager or the City Attorney, or both. If a prospective Proposer or the Proposer's representative alleges improper conduct by a City employee or consultant, the City Manager's Office will investigate the alleged misconduct, in consultation with the City Attorney's Office and others as appropriate. The City Manager's Office will refer all other inquiries related to the RFP to the Procurement Contact. Consistent with paragraph 1 above, prospective Proposers or their representatives who contact the Offices of the Mayor or Councilmembers regarding the RFP must also direct the same question or concern to the Procurement Contact.

DURING THE EVALUATION OF PROPOSALS

1. All contact between Proposers and the City must be directed to the Procurement Contact, as designated in the RFP. Any requests or instructions must be made in writing.
2. The offices of the Mayor and Councilmembers will refer prospective Proposers or their representatives to the City Manager or the City Attorney or both. If a prospective Proposer or the Proposer's representative alleges improper conduct by a City employee or consultant, the City Manager's Office will investigate the alleged misconduct, in consultation with others as appropriate. All other inquiries related to the RFP will be referred to the Procurement Contact. Consistent with paragraph 1 above, prospective Proposers or their representatives who contact the Offices of the Mayor or Councilmembers regarding the RFP must also direct the same question or concern to the Procurement Contact.

UPON RELEASE OF A RECOMMENDED SELECTION, PRIOR TO CITY COUNCIL APPROVAL

1. All Proposers will be notified of the recommendation, including the basis for selection and instructions for filing an appeal.
2. All contact between Proposers and the City must be directed to the Procurement Contact, except that appeals of the staff recommendation are to be directed to the Deputy City Manager. Such appeals must be in writing, and will be investigated, responded to in writing and distributed to all Proposers, prior to City Council consideration of the recommendation.
3. The prospective Proposer may also contact the offices of the Mayor and Councilmembers to communicate concerns that have been directed to the Procurement Contact or in a written appeal to the Deputy City Manager as set forth above in paragraph 2. The Mayor and Councilmembers may hear the concerns, but will refer Proposers and their representatives to the City Manager or City Attorney, or both, for resolution. If a prospective Proposer or the Proposer's representative alleges improper conduct by a City employee or consultant, the City Manager's Office will investigate the alleged misconduct, in consultation with the City Attorney's Office and others as appropriate.

ASSIGNMENT OF INDIVIDUALS

Project Manager: Tom Bohn, Deputy Director, San José Fire Department
170 W. San Carlos Street, San José, CA 95110
(408) 277-2690

Procurement Contact: Jim McBride, Interim Director, Department of General Services, 1661 Senter Road, San Jose, CA 95112
(408) 938-2025

Deputy City Manager: Kay Winer, Deputy City Manager
801 N. First Street, Room 436, San José, CA 95110
(408) 277-4674

Proposer's Code of Conduct— The Proposer's Code of Conduct outlines the City's expectations regarding what constitutes ethical behavior and requires prospective Proposers to agree to a Code of Conduct in order to participate in the procurement process. It does not attempt to specify all ethical issues that may arise, rather serves as a framework. In addition, the City's existing ordinances and policies regarding lobbying, gifts, and former City employees have been specifically incorporated into the Code of Conduct.

To establish agreement to adhere to the Code of Conduct at the earliest possible point in the procurement process, any prospective Proposer interested in responding to the Converged Network/SAN Server RFPs will be required to submit a signed Proposer's Code of Conduct prior to attending a pre-proposal conference. This will serve as a declaration that the prospective Proposer understands and agrees to abide by the established standards, and is individually and solely responsible for ensuring compliance with this Code on behalf of the Proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting a proposal. Any evidence that indicates that a firm has failed to adhere with any section of the Proposer's Code of Conduct may result in that Proposer's disqualification from the Converged Network/SAN Server procurement, as well as possible debarment. The City retains the right to disqualify any Proposer at any point in the process for failure to comply with the Proposer's Code of Conduct.

Enforcement of the Proposer's Code of Conduct—Alleged violations of the Code will be handled along following steps:

1. If there is an allegation of misconduct by a Proposer, the Procurement Contact will review and make an initial determination if disqualification is warranted. The initial determination will be in writing.
2. The Proposer will be given an opportunity to protest the determination.
3. Upon receipt of a protest to disqualification, the Deputy City Manager will conduct a Protest Hearing. The Deputy City Manager will document the determination.
4. The resulting decision may be appealed to the City Council. Appeals will be scheduled on the City Council Agenda through the Rules Committee.

PROPOSER'S CODE OF CONDUCT

Company Official		Title	
Company Name			
Procurement Name	Converged Network/SAN Server for the City of San José New City Hall	RFP/RFQ Number: RFP #04-05-02 Converged Network and RFP # 04-05-03 SAN Server	

Part I: Introduction

The City of San José (“City”) has established this Code of Conduct, which shall govern the conduct of all prospective Proposers participating in the City’s Converged Network/SAN Server Requests for Proposals process (the “RFP”). The purpose of this Code is to protect the integrity of this competitive process. Each prospective Proposer is individually and solely responsible for ensuring compliance with this Code. This responsibility extends to the Proposer’s employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting the Proposer’s proposal.

Part II: Code of Conduct Provisions

- 1. Expectations.** This document does not address all ethical issues that may arise in the course of doing business with the City. Each person or entity is expected to act ethically at all times. This Code provides a framework for defining certain standards that the City expects prospective Proposers to maintain during the course of a procurement process. This Code incorporates by reference the New City Hall Converged Network/SAN Server RFP Communications Protocols.
- 2. Enforcement.** Failure by a Proposer to comply with this Code of Conduct may result in that Proposer’s disqualification. In addition, violation of this Code of Conduct may be grounds for debarment pursuant to San José Municipal Code Section 4.10.355B (the “commission of any act indicating a lack of business integrity or honesty”). The City reserves the sole right to disqualify any Proposer at any point in the process for failure to comply with any provision of this Code of Conduct.
- 3. Prohibitions.** No Proposer, subcontractor, or their representative shall deceive or attempt to deceive any City official with regard to any material fact pertinent to the Converged Network/SAN Server procurement.
- 4. Lobbying.** San José Municipal Code Chapter 12.12 (the “Lobbyist Ordinance”) regulates the conduct of lobbyists. Proposer affirms that Proposer is and will remain, in compliance with the Lobbyist Ordinance.
- 5. Prohibition of Gifts/Offer of Employment.** Proposer is familiar with the City’s prohibition against the acceptance of gifts by a City officer or designated employee, found in Chapter 12.08 of the San José Municipal Code. In addition, Proposers are prohibited from offering employment to a City official or City employee in order to influence the outcome of the RFP. The offer or giving of any prohibited gift or making an offer of employment in violation of this Code of Conduct shall constitute a material breach of this Code of Conduct by the Proposer.
- 6. Disqualification of Former Employees.** Proposer is familiar with the provisions relating to the disqualification of former officers and employees of the City in matters that are connected with the former duties of official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code (“Revolving Door Ordinance”). Proposer shall not utilize either directly or indirectly any officer, employee, or agent of Proposer to perform services, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.
- 7. Exclusive Reliance on the RFP.** No Proposer, subcontractor, or their representative shall solicit, obtain, or accept, directly or indirectly, from any City employee or consultant, information related to the Converged Network/SAN Server RFP, except as specified in the RFP.
- 8. Participating in Proposals After Developing Specifications Prohibited.** No contractor or consultant who participates in the development of a scope of work or solicitation documents on behalf of the City for an RFP/RFQ may participate as a Proposer or sub-Proposer or perform any work on a proposal in response to that RFP/RFQ.
- 9. Collusion Prohibited.** No Proposer shall collude with other Proposers or with any other person in order to manipulate the results of this RFP process.

10. Timely Submittal of Objections. Proposers acknowledge that timing is of the essence in this procurement. If at any time a Proposer encounters a basis for objecting to any portion of the RFP process, the Proposer shall raise their concerns, in writing, to the Procurement Contact. Specifically, any objections to the RFP must be submitted by the deadline specified in the RFP, prior to the due date for proposals. Any concerns regarding the evaluation process must be submitted during the prescribed administrative appeal period following release of a staff recommended selection.

Part III: Execution of Code of Conduct

Each prospective Proposer is required to sign and submit this document as evidence of the Proposer's agreement to abide by the Proposer's Code of Conduct. Any prospective subcontractors or suppliers attending a pre-proposal conference are also required to complete this document. The signed original must be received by the following Procurement Contact by 12/8/04 no later than the conclusion of the pre-proposal conference:

Jim McBride, Interim Director
Department of General Services, City of San José
1661 Senter Road
San Jose, CA 95112
email: jim.mcbride@sanjoseca.gov
Phone: (408) 938-2025
Fax: (408) 971-4690

On behalf of the prospective Proposer listed below ("Proposer"), the undersigned makes the following certifications:

Proposer will abide by the Proposer's Code of Conduct and other applicable City, State and Federal laws.
Proposer agrees that failure to comply may result in disqualification.
The undersigned is authorized to bind the Proposer in this matter.

Printed Name

Company Name

Title

Signature

Date

For use by Procurement Contact:

Project Manager: _____

Date Received by Project Manager: ____/____/____

Copy to Deputy City Manager: _____

Date: ____/____/____

**AGREEMENT FOR THE PURCHASE AND INSTALLATION
OF A CONSOLIDATED SERVER AND STORAGE SOLUTION
BETWEEN THE CITY OF SAN JOSÉ
AND**

This Agreement is entered into as of ____, 2004, between the City of San José, a municipal corporation ("**City**"), and _____ ("**Contractor**").

RECITALS

1. City has issued a Request for Proposal ("**RFP**") for the purchase and installation of a Consolidated Server and Storage Solution ("**Services**"); and
2. The City has evaluated and determined that the Contractor has the necessary expertise and skill to perform such Services and that Contractor's proposal can best help the City to meet its needs;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

- EXHIBIT A - Implementation Services Statement of Work
- EXHIBIT B - Operation and Maintenance Services Statement of Work
- EXHIBIT C - Compensation
- EXHIBIT D - Definitions
- EXHIBIT E - Insurance Requirements
- EXHIBIT F - Software License Agreement
- EXHIBIT G - Change Order Form
- EXHIBIT H - Master Pricing List
- EXHIBIT I - Request for Proposal
- EXHIBIT J - Contractor's Proposal Response

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, (a) to the extent the conflicting terms can reasonably be interpreted so that such terms are consistent with each other, such consistent interpretation shall prevail; and (b) to the extent subsection (a) does not apply, the following order of precedence will prevail: (i) the provisions of this Agreement will prevail over a conflicting term in the Exhibits or Schedules; and (ii) an Exhibit or Schedule will prevail over a conflicting term in the Attachments to such Exhibit or Schedule. Contractor and City hereby acknowledge that they have drafted and negotiated the Agreement jointly, and the Agreement will be construed neither against nor in favor of either, but rather in accordance with its fair meaning. Notwithstanding the foregoing, the term of the License Agreement shall be as provided in the respective agreements.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading, or other forms utilized or exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Agreement.

2 TERM OF AGREEMENT

2.1 *Initial Term*

Unless extended as provided in Section 2.2 or terminated earlier in accordance with the terms of this Agreement, the term of this Agreement is from ____, 2005 to December 31, 2005, inclusive, subject to the provisions of Section 13 (the "**Initial Term**"). Notwithstanding the foregoing, the term of the License Agreement shall be as provided in the respective agreements.

2.2 *Options*

Before the expiration of this Agreement, the City Manager may extend the Initial Term for up to _____ (__) successive renewal periods of twelve (12) months each (each, a "**Renewal Term**") by providing written Notice of Exercise of Option at least three (3) months before the end of the Initial Term or the then-current Renewal Term, as applicable. The "Initial Term" and all "Renewal Terms" hereunder shall constitute the "**Term**" as used in this Agreement.

3 SCOPE OF SERVICES

3.1 *Implementation Services Statement of Work*

Contractor agrees to perform the implementation services set forth in the Statement of Work which is attached as Exhibit A hereto and incorporated as though fully set forth herein (the "**SOW**").

3.2 *Additional Equipment*

Any additional equipment required for final system acceptance but not reflected in the Contractor's SOW or schedules attached to this Agreement shall be the sole responsibility of the Contractor and at no cost to the City, provided the need for additional equipment is not the result of changes to the City's requirements or changes to third-party services, equipment, or software. In such instance, the parties shall utilize the Change Order Procedure and Authorization process herein to address such changes and its impact on the equipment or other elements of the project.

3.3 *Order of Equipment or Software from Contractor*

Contractor may sell equipment and license or distribute software ("**Products**") described in the Master Pricing List or in the SOW under this Agreement. Contractor acknowledges, represents and warrants that if Contractor offers to any new or existing customer any service, equipment or software similar to any of the Products or Services described in this Agreement at a price lower or at a discount greater than the price charged or the discounts

offered under this Agreement, or offers additional or more comprehensive services or Products at the same or a lower price (or greater discount) as the price charged for the Services or Products under this Agreement, then it shall offer such lower prices, discounts or additional or more comprehensive services to the City on the same terms as provided to such other customer of the Contractor. Contractor will provide Products at a shipping point designated by Contractor or its supplier.

3.4 Operations and Maintenance Services Statement of Work

Contractor shall provide on-going operational and maintenance support in accordance with the provisions of Operation and Maintenance Services Statement of Work (Exhibit B). As part of the Services, and at the sole discretion of the City Manager, Contractor may be requested to establish a benchmarking program that shall enable City to evaluate: (a) the SLRs set forth in this Agreement with, and to ensure that such SLRs are no less favorable than the industry's best practices; and (b) the Fees set forth in this Agreement with, and to ensure that such Fees are no less favorable than, the industry's best rates. The terms, conditions and procedures to be used in and during the benchmarking process will be defined by the City in collaboration with the Contractor.

4 STANDARDS OF SERVICE

In connection with the performance of any Services pursuant to this Agreement:

4.1 Number of employees

Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment and other materials necessary to perform the Services contemplated in this Agreement.

4.2 Skill of Employees

Contractor warrants that employees shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a workmanlike manner.

4.3 Duty of Confidentiality

During the development and deployment of the Consolidated Server and Storage, the Contractor will require access to the City's Production Network (LAN and WAN) environment to complete specified tasks. During this process, the Contractor may be authorized to access City owned and operated production networks and various network servers. In such cases, the Contractor will work with the applicable City Project/System Lead or Project/System Resource to justify the required access (which the City will not withhold unnecessarily), gain the required access, complete the required tasks and terminate the access to the system. Contractor resources will work through the City representatives and will not have or maintain direct access to Production environments under any circumstances other than as specified in this paragraph. Any City Data accessible to the Contractor in the course of this work shall be treated as City Confidential Information. "**City Data**" shall mean, in or on any media or other form of any kind: (a) all data that is in the possession of the City, and all data concerning or indexing such data (regardless of whether or not owned by the City or generated or compiled by the City); and (b) all other records, data, files, input materials, reports, forms and other such items that may be received, computed, developed,

used or stored by Contractor or any of its employees, contractors (including Subcontractors) or agents from, for or on behalf of City, or in connection with the Services.

4.4 Security and Safety

During the development of the Security Plan, all information and materials associated with the plan, either provided by the City or developed by the Contractor will be held to the highest level of confidentiality in accordance with Section 23 Confidential Information. It is the City's intent in developing the Security Plan to have a unique solution, developed specifically for the City, and to retain control of the Plan during its conceptualization, development, implementation, and through its useful life. The Security Plan shall be treated as a Deliverable as that is defined in Section 20 Contractor Ideas and Work Product.

To facilitate the development of the Security Plan, the City will require the Contractor to perform all work on the Plan within the proximity of the City's IT Department and on hardware and software provided by the City. Alternatively, Contractor shall perform work off-site on hardware provided by Contractor or the City that contains commercially available and current encryption technology and the Contractor agrees to use such technology, along with other password and access control available on the hardware, to protect the information and materials associated with the Security Plan in accordance with this Section 4.4 and the confidentiality provisions of Section 23. Subsequent to the completion of the project, the software will be removed from the hardware by the Contractor.

All work done on the Security Plan will be completed in this environment. Soft or electronic copies of the work will not be allowed to leave the City's premises for any reason whatsoever. Any hard or printed copies of the work that are generated will be watermarked with "CITY OF SAN JOSE CONFIDENTIAL INFORMATION," will be logged as having been generated by the Contractor, and will be accounted for by the City's Project Lead. All working copies of the work generated for internal review will be destroyed by the City after the applicable review is completed and the print log updated.

Should any of the Security Plan working materials ever need to be taken off premises, all materials pertaining to the Plan will be marked "Confidential," or in a manner which gives notice of its confidential nature, in addition to the required Watermark. These materials will be logged as having been taken offsite by the Contractor. The Contractor will assume all responsibility for the return of these materials to the City.

Upon completion and deployment of the Security Plan, the City will retain all working soft or electronic copies of the Plan on CD. Also, the City will retain one (1) printed and bound copy of the Plan for its internal use. The Contractor will certify, in writing, that all other copies have been destroyed.

Contractor shall require employees providing Services under this Agreement at a City location to comply with applicable City security and safety regulations and policies, which have been given to the Contractor and included in the SOW before the start of services. City may require each employee who is assigned to full-time or permanent positions for the project, and who enter, or have access to, City's premises or City Confidential Information to

undergo a background investigation, including, but not limited to a criminal records and fingerprint check. Contractor shall promptly replace any employee found to be unacceptable to City, in its discretion, on the basis of the results of a background investigation. In such situation, City agrees that such results shall only be used by the City to determine the suitability of an employee to perform the Services and for no other purpose.

4.5 Contractor's obligations to employees

Contractor shall provide for and pay the compensation of its employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns to the extent that Contractor has not met such obligations.

4.6 Core Team Personnel

Contractor agrees that in the SOW it shall name qualified individuals with experience in the installation of similar Systems as Core team personnel. "**Core**" team personnel mean those personnel of Contractor and its Subcontractors who are so designated in **Attachment ___**. City reserves the right of approval, which approval will not be unreasonably withheld, of the Core team personnel appointed by Contractor. Contractor shall not reassign the Core team personnel to another project without first naming a replacement individual of similar skills, knowledge and training who is subject to the prior approval of City. The Core team personnel shall be available to City on matters relating to this Agreement in accordance with the SOW. Contractor shall ensure that all Core team personnel have at least one designated individual as his or her core knowledge backup, Contractor acknowledging that cross-sharing of knowledge is critical to minimizing the potential impact to City if any of the Core team personnel become unavailable for any reason. Core team personnel shall treat City as their most favored customer and shall give City priority over all of Contractor's other customers. All other Contractor employees who are assigned to City shall treat City as a priority customer.

4.7 Replacement of employees

During the course of performance of Services, City may request replacement of an employee or a proposed employee. The City agrees to consult with Contractor to reach a resolution short of removal and only after such good faith discussions have failed will City give Contractor a formal written request that includes reasonable and lawful justification for the removal. In such event, Contractor shall endeavor to provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services, within five (5) working days of receipt of the formal written request from City.

4.8 Fee Reductions

(a) **General. Schedule ___**, as the same will be updated as provided in subsections (b) and (c) below, specifies certain Fee Reductions (as defined in Section 8.2) that will be applicable with respect to Contractor's actual performance as measured against the SLRs associated with the Services set forth in Exhibit B hereto. The parties agree that

the Fee Reductions reflect the diminished value of the Services as a result of any Contractor failure to provide the Services in accordance with the SLRs, and accordingly do not constitute nor shall be construed or interpreted as penalties. Fee Reductions shall in no event be the sole and exclusive remedy of the City with respect to any failure of Contractor as described in this Section.

(b) *Annual Review.* During the annual SLR review conducted by the Parties as described in **Exhibit B**, the City shall have the right to: (i) change the Weighting Factors assigned to any SLR; (ii) adjust SLRs in accordance with the benchmarking process described in Section 3.4; and (iii) for any new SLRs that will be applicable during the upcoming Contract Year, establish Weighting Factors for each such SLR. For the purposes hereof, "**Contract Year**" shall mean each twelve (12) month period beginning on the Effective Date, and on each subsequent anniversary thereof during the Term.

(c) *Quarterly Adjustments.* Without limiting any other terms herein contained, the City shall have the right, not more often than once quarterly, to unilaterally adjust the Weighting Factors assigned to any SLR on sixty (60) calendar days' notice to Contractor.

(d) *Calculation of Fee Reductions.* All Fee Reductions will be calculated on a monthly basis in accordance with the terms set forth in **Schedule __** and reflected on the applicable monthly invoice to the City. Additionally, in the first month of each Contract Year in which Fee Reductions apply, the parties shall calculate the total of all actual fees for the prior Contract Year and re-calculate all Fee Reductions incurred during the prior Contract Year (if applicable) based on such amount. The resulting amount shall be compared to the actual Fee Reductions that were applied to the City's invoices during the prior Contract Year, and if such resulting amount demonstrates that additional Fee Reductions are owed to the City, then a credit for the difference in such amounts shall be applied by Contractor to the first month's invoice in the then-current Contract Year, and if the resulting amount demonstrates that Contractor overpaid Fee Reductions, then Contractor shall invoice the City for the difference on the first month's invoice in the then-current Contract Year.

(e) *Set Off.* City may set off against any and all amounts otherwise payable to Contractor pursuant to any of the provisions hereof any and all amounts owed by Contractor to it including, without limitation, any Fee Reductions. Within twenty (20) calendar days following any such set off, City shall provide to Contractor a written accounting of such set off and a written statement of the reasons therefor.

5 GENERAL CITY RESPONSIBILITIES

5.1 City Personnel

The City agrees to identify the following City personnel prior to the commencement of the engagement:

- City project manager
- City signature authority for change orders

- City signature authority for acceptance
- City signature authority for problem escalation
- City back-up authority for critical issue discussions or signatures

The City project manager shall act as the primary liaison between City and the Contractor Project Executive and shall have overall responsibility for the day-to-day oversight of Contractor's performance under this Agreement and coordination of City's retained authorities, in order to perform City's responsibilities hereunder. If any one of such City personnel is unable to perform the functions or responsibilities assigned to him or her in connection with this Agreement, or if he or she is no longer employed by City, City shall replace such person or reassign the functions or responsibilities to another person.

5.2 *Outside Telecommunication Services*

The City is responsible for obtaining and paying for all telecommunication services for any and all PSTN/voice services including, but not limited to, voice circuits (analog and/or PRI), ordering DirectInward Dial (DID) numbers and service, E911 service issues, voicemail integration (not included in the SOW), and caller ID. Upon request, Contractor will provide the City with information requirements pertaining to the compatibility and/or integration to the IP Telephony solution.

6 SCHEDULE OF PERFORMANCE

6.1 *Implementation Schedule*

Contractor agrees to perform the Services according to the terms and provisions of the Statement of Work (Exhibit A).

6.2 *Notification and Excused Performance*

"Force Majeure Event" means an act of God, act of governmental body or military authority, fire, explosion, flood, epidemic, riot or civil disturbance, war, sabotage, insurrections, blockades, embargoes, storms or other similar events that are beyond the reasonable control of the affected party, including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment. Notwithstanding the foregoing, "Force Majeure Event" expressly excludes: (a) any event that Contractor reasonably could have prevented by any system testing either required to be performed pursuant to the Services or necessary to provide the Services; (b) (i) any single point of failure where Contractor was obligated to provide fault tolerant Services; (ii) where fault tolerant architecture was deployed for City notwithstanding the absence of specifying same; or (iii) where a fault tolerant infrastructure or architecture should have reasonably been implemented by Contractor; (c) any Contractor strike, walkout or other labor shortage; and/or (d) any non-performance of a Contractor Subcontractor, regardless of cause (unless due to a Force Majeure Event). Either party agrees to notify the other promptly of any factor, occurrence, or event coming to its attention that may affect either party's ability to meet its obligations under or the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Each party shall be excused from performance under this Agreement for the period of time and to the extent that the party is prevented from performing, in whole or in part, as a result of delays caused by the other party or any other Force Majeure Event.

7 CHANGE ORDER PROCEDURE AND AUTHORIZATION

7.1 *Changes*

Any changes to this Agreement after the Effective Date that relate to (i) the deletion of Products or Services, (ii) adding additional Products, or Services (iii) changing or modifying Products or Services, or (iv) making other changes that materially alter the scope of this Agreement or the Deliverables required under this Agreement, including approval of all performance and/or payment schedules shall be made by the Director of General Services in accordance with the procedures set forth below.

7.2 *Contract Change Requests*

Either party hereto may, from time to time, and at any time during the term hereof request a change, as defined in the above section. (The party requesting the change is hereinafter referred to as the "Requesting Party.") Requests for changes shall be in writing and shall be addressed and delivered to the other party. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the Products, Services, Deliverables or Schedules to be changed.

7.3 *Procedures*

As soon as practical after receipt by the notified party of copies of the Request, the parties shall as necessary meet to discuss the change and to ascertain its cost and schedule impacts, if any.

7.4 *Change Orders*

If the parties decide to implement a change request, a standard form Change Order ("**CO**") shall be prepared in a form substantially similar to the form attached hereto as Exhibit G, which CO shall describe the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase. Only City's Director of General Services and Contractor's Authorized Representative shall have authority to execute CO's to this Agreement. Execution of a CO by City's Director of General Services and Contractor's Authorized Representative shall constitute a modification hereof and shall be binding on both parties hereto.

8 COMPENSATION

8.1 *Contract Price.*

The Total Contract Price in U.S. dollars shall not exceed _____ Dollars (U.S. \$ _____) ("**Maximum Compensation**"). The terms, rate and schedule of payment are set forth in the attached Exhibit C, entitled "Compensation." Contractor will submit to City invoices that include a breakdown of services provided for the corresponding milestone in accordance to attached Exhibit C, entitled "Compensation." City will make payments to Contractor within sixty (60) days after the receipt of each invoice, subject to the provisions of Exhibit C.

8.2 *Withholding Payment.*

The parties have designated and may in the future designate certain milestones, activities, actions and/or projects under this Agreement as Critical Milestones. If Contractor fails to

meet any Critical Milestone by the date corresponding thereto, without limiting any other rights and remedies that may be available to City, City shall have the right to: (a) withhold all amounts due or to become due to Contractor under this Agreement until such time as Contractor achieves the Critical Milestone, or such other amounts as may be set forth in a specific Section; (b) if applicable to the Critical Milestone, holdback the Fees set forth in Exhibit C by the amount set forth in Exhibit C; and/or (c) declare an Event of Default, as set forth in Section 13.2. "**Critical Milestones**" means those milestones, activities, actions and projects identified as such in this Agreement including, without limitation, in any Schedule, in any Work Order and/or elsewhere in this Agreement. "**Work Order**" means a request for the performance of work that is not being performed at a particular time but that is within the scope of the Services. "**Fee Reductions**" means the dollar amount by which the Fees will be reduced based on Contractor's failure to any SLR. All Fee Reductions will be specified in **Schedule** ____.

9 TAXES AND CHARGES

All Fees payable to Contractor hereunder shall be inclusive of all taxes imposed by any domestic or foreign taxing authority in respect of the provision of the Services, any assets sold to City by Contractor and all other items provided to City hereunder, including any sales, use, excise, value-added, services, consumption, access or other tax (collectively, "**Tax(es)**"). In addition, Contractor shall be responsible for payment of all taxes, fees contributions or charges applicable to the conduct of Contractor's business.

10 SYSTEM ACCEPTANCE

Upon completion of final installation City and Contractor shall conduct an Acceptance Test upon the System. The criteria for the Acceptance Test shall be as set forth in the Scope of Work (Exhibit A). System Acceptance will occur upon successful completion of the Acceptance Tests described in the Acceptance Test Plan. When System Acceptance occurs, the parties will memorialize this event by promptly executing a System Acceptance Certificate.

If, in the discretion of City, the equipment and software components of the System provided by Contractor do not substantially meet the requirements of the Acceptance Test specifications, City shall permit Contractor or its suppliers or Subcontractor to repair or replace the equipment and software components of the System provided by Contractor so that the same meets the Acceptance Test specifications in all material respects, all at no additional expense to City, and if such repair or replacement does not after a reasonable period of time result in the System's material compliance with the Acceptance Test specifications, the City may return the equipment and software components of the System provided by Contractor to Contractor, at Contractor's expense, and any amounts paid by City for the equipment and software components of the System provided by Contractor shall be promptly refunded by Contractor to City. All warranties shall become effective and begin to run upon the successful completion of the Acceptance Test.

11 WARRANTIES

11.1 Each Party's Responsibility

Contractor understands and accepts its responsibilities as the Prime Contractor as those responsibilities are defined in the SOW and this Agreement. The City understands and accepts its responsibilities as they are defined in the SOW and this Agreement. Each party:

1. Has read and agrees with the requirements, deliverables, and specifications contained in the Scope of Work (Exhibit A);
2. Fully understands the facilities, difficulties, and restrictions attending performance of the services as they have been documented in the Scope of Work (Exhibit A) or any subsequent documents prepared by the parties for this project; and
3. Agrees to inform the other of any conditions which will materially affect performance of the work during the term of this Agreement and in such instance. Contractor shall not proceed until written instructions are received from City.

11.2 Missing and Incompatible Hardware Components.

Contractor has provided its expertise based on input and requirements of the City in the determination of all hardware components to address the specifications and requirements of this Agreement and these are documented in the SOW. As such, Contractor shall be responsible for making sure that all required hardware components are included in the System design described in the Statement of Work and in the event that any hardware component necessary to operate or maintain the System in accordance with the performance requirements contained in this Agreement is missing or incompatible Contractor shall provide the missing or replace the incompatible hardware component at no additional charge to City.

11.3 Authority to Make Agreement.

Contractor represents that Contractor has full right and authority to perform its obligations under this Agreement.

11.4 Disabling Devices

Contractor warrants that the Application Software and Custom Software delivered under this Agreement has been reviewed and at the time of delivery by Contractor does not contain any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," or other computer software routines or hardware components designed to (i) permit access or use of either the System or City's computer systems by Contractor or a third party not authorized by this Agreement, (ii) disable, damage or erase the System or data, or (iii) perform any other such actions. Further, Contractor warrants that the System and the design thereof shall not contain preprogrammed preventative routines or similar devices which prevent City from exercising the rights set forth in this Agreement or from utilizing the System for the purposes for which it was designed.

11.5 Accuracy of Information.

Contractor represents and warrants to City that all financial statements, reports, and all other information furnished by Contractor to City as part of the Contractor Bid or otherwise in connection with the award of this Agreement fairly and accurately represent the business,

properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports or other information. Since the respective dates or periods covered by such financial statements, reports or other information, there has been no material adverse change in the business, properties, financial condition or results of operations of Contractor.

11.6 Completeness of Due Diligence Activities.

Contractor acknowledges that it has been provided with sufficient access to City facilities, information and personnel, and has had sufficient time in which to conduct and perform a thorough due diligence of City's operations and business requirements and City's assets currently used by City in currently providing such services. In light of the foregoing, Contractor will not seek any adjustment in the Fees based on any incorrect assumptions made by Contractor in arriving at the Fees.

12 DISPUTE RESOLUTION

12.1 Demand for Dispute Resolution

Either party may resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**dispute**"), according to the following process, by first delivering a written notice describing the dispute and the amount involved ("**demand**") to the other party.

12.2 Mediation

After receipt of a demand, either party may request mandatory non-binding mediation before a single mediator, under the commercial mediation rules of the American Arbitration Association (AAA).

13 TERMINATION

13.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

13.2 Termination for Default

If either party fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the non-breaching party may terminate this Agreement immediately upon written notice if the breaching party fails to cure the material breach within thirty (30) days of written notice of such breach (each, an "**Event of Default**").

13.3 Termination Authority

The City Manager is empowered to terminate this Agreement on behalf of City to the extent of City's termination rights under this Agreement.

13.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall

pay Contractor for services performed and reimbursable expenses incurred to the date of termination. The rights or duties relating to protection of Confidential Information, indemnities, security interests, or compliance with export regulations and all other provisions that, by their nature should survive, will survive termination or cancellation of this Agreement.

13.5 *Disentanglement Assistance*

(a) *General.* Upon **any** termination or expiration of this Agreement, Contractor shall provide the Disentanglement (as defined herein) services as set forth in this Article. Contractor shall accomplish a complete transition of any terminated Services from Contractor and its Subcontractors to City and/or to any replacement provider(s) designated by City (collectively, the "**Replacement Provider**"), without causing any unnecessary interruption of, or causing any unnecessary adverse impact on, the Services, any Other Services and/or services provided by third parties (the "**Disentanglement**").

(b) *Transition upon Termination.* Contractor shall cooperate with the City and otherwise promptly take all steps required to assist the City in effecting a complete Disentanglement. Contractor shall provide all information regarding the Software or Services or as otherwise needed for Disentanglement, including data conversion, interface specifications, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work, as the City may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to the City or the City's designee. Except as provided in Section 13.5 (c) (vii) below, all services related to Disentanglement shall be performed by Contractor at no additional cost to the City. Contractor's obligation to provide the Services shall not cease until a Disentanglement satisfactory to the City, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Section, has been completed.

(c) *Specific Obligations.*

The Disentanglement shall include the performance of the following specific obligations:

i. Full Cooperation and Information. Upon Disentanglement, the Parties shall cooperate fully with one another to facilitate a smooth transition of the Services being terminated from Contractor to the City or the City's designated replacement provider or licensor. Such cooperation shall include the provision (both before and after the cessation of Contractor's providing all or any part of the Services under this Agreement) by Contractor to the City of full, complete, detailed, and sufficient information (including all information then being utilized by Contractor) to enable the City's personnel (or that of third Parties) to fully assume and continue without interruption the provision of the Services.

ii. No Interruption or Adverse Impact. Contractor shall cooperate with the City and all of the City's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Services, no adverse impact on the provision of Services or the City's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties. Contractor also

shall obtain for City the right, upon Disentanglement, to obtain maintenance (including all enhancements and upgrades) and support with respect to the assets that are the subject of such leases and licenses at the price at which, and for so long as, such maintenance and support is made commercially available to other customers of such third parties.

iii. Third-Party Authorizations. Contractor shall, subject to the terms of any third-party contracts, procure at no charge to the City any third-party authorizations necessary to grant the City the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Services, pending their assignment to the City hereunder.

iv. Licenses to Proprietary Software. Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the City (or other service provider, as the case may be), at no charge to the City, to use, copy, and modify, all Contractor Underlying Works and Contractor Derivatives that would be needed in order to allow the City to continue to perform for itself, or obtain from other service providers, the Services as the same might exist at the time of Disentanglement. Contractor shall also provide the City with a copy of each such program, in such media as requested by the City, together with object code, source code, and appropriate documentation. Contractor shall also offer to the City the right to receive maintenance (including all enhancements and upgrades) and support with respect to such Contractor Underlying Works and Contractor Derivatives for so long as the City requires, at the best rates Contractor is offering to other major customers for services of a similar nature and scope. The parties shall also enter into a software escrow agreement to enable the City to access the Software upon the occurrence of triggering events described therein.

"Underlying Works" means all works of authorship fixed in any tangible medium of expression that: (a) had already been conceived, invented, created or acquired by Contractor or a third party prior to the Effective Date and that were not conceived, invented or created for City's use or benefit in connection with this Agreement; or (b) are conceived, invented, created or acquired by Contractor or a third party after the Effective Date, but only to the extent such works of authorship do not constitute Work Product. An Underlying Work includes all intermediate and partial versions thereof, as well as all source code, object code, documentation, formulae, processes, algorithms, designs, specifications, inventions, discoveries, concepts, improvements, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, apparatus, methods, techniques, other creations, and the like, whether or not patented or patentable or otherwise protectable by law. **"Derivative Works"** means a revision, modification, translation, abridgment, compilation, condensation or expansion of the applicable underlying work or any other form in which that work may be recast, transformed or adapted, and which, if prepared without the consent of the copyright owner, would be a copyright infringement. **"Contractor Derivative Works"** means Contractor's Underlying Works and all Derivative Works thereof that do not contain Work Product. **"Work Product"** means all works of authorship fixed in any tangible medium of expression (including, without limitation, computer programs), and all intermediate and partial versions thereof, as well as all source code, object code, documentation, formulae, processes, algorithms, designs, specifications, inventions, discoveries, concepts, improvements, ideas, know-how, techniques, materials, program materials, software, flow charts, notes, outlines, lists,

compilations, manuscripts, writings, pictorial materials, schematics, apparatus, methods, techniques, other creations, and the like, whether or not patented or patentable or subject to copyright, or otherwise protectable by law, that are created, invented or conceived for the use or benefit of City in connection with this Agreement: (a) by any Contractor personnel, any City personnel, where "personnel" includes employees, contractors (including, in the case of Contractor, Subcontractors), agents and the like; (b) any Person who was an employee of City and then became an employee of Contractor or any of its contractors (including Subcontractors) or agents, where, although creation or reduction-to-practice is completed while the Person is an employee of Contractor or such contractors (including Subcontractors) or agents, any portion of the same was created, invented or conceived by such Person while an employee of City.

v. Delivery of Documentation. Contractor shall deliver to the City or its designee, at the City's request, all documentation and data related to the City, including the City Data, held by Contractor, and Contractor shall destroy all copies thereof not turned over to the City, all at no charge to the City. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding the City Data, for archival purposes or warranty support.

vi. Transfer of Assets. If and as requested by City as part of the Disentanglement, Contractor shall convey to City and/or the Replacement Contractor from among those assets used by Contractor to provide the Services, such assets as City might select from the list provided by Contractor pursuant to this Section at a price for each such asset that is the lesser of: (a) the net book value as reflected on Contractor's books and records; and (b) a fair market value price determined by a mutually agreed third party, or the then-remaining lease value. At mutually agreed times during Disentanglement, Contractor shall remove from City's premises any Contractor assets that City and/or the Replacement Contractor elect not to purchase. In addition, although city acknowledges that Contractor does not control third party equipment vendors (if any), if requested by City, Contractor shall assist City and/or the Replacement Contractor in securing maintenance (including all enhancements and upgrades) and support with respect to any such assets for so long as City requires at competitive rates.

vii. Payment for Disentanglement Services. If the City terminates this Agreement, or any portion thereof, for convenience, or if this Agreement, or any portion thereof, is terminated for reason of default by the City, then the City shall pay the applicable fees associated with Disentanglement. If this Agreement, or any portion thereof, is terminated by the City for a material breach or material default by Contractor, a Contractor Change in Control, or a Force Majeure Event, then Contractor shall pay the applicable fees associated with Disentanglement. "**Contractor Change in Control**" means: (a) any transaction or combination of transactions as a result of which either a person or a group of persons that customarily has acted in concert and that presently is in control of Contractor ceases to be in control of Contractor; (b) the sale, transfer, exchange or other disposition (including disposition in full or partial dissolution) of fifty percent (50%) or more of the beneficial ownership (as defined in Rule 13(d) of the Securities Exchange Act of 1934) of the voting power of Contractor, or of the assets of Contractor that constitute a substantial or material business segment of Contractor; (c) individuals who as of the Effective Date

constituted the Board of Directors of Contractor cease for any reason to constitute a majority of Contractor's Board of Directors then in office; or (d) the unit, division or operating group of Contractor that is responsible in providing the Services to the City is sold, transferred or otherwise experiences a change in ownership or control.

14 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents (the "**City Indemnitees**") against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification.

15 INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in Exhibit C, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement. The fact that Contractor has obtained the insurance required in this Section 15 shall in no manner lessen nor otherwise affect Contractor's other obligations or liabilities set forth in this Agreement including, without limitation, its obligations to defend, indemnify and hold the City Indemnitees harmless in accordance with Section 14. If Contractor retains any Subcontractors, Contractor shall require all such Subcontractors to carry the same coverages at the same limits set forth herein.

16 WAIVER

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

17 INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting Subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

18 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively, "**laws**") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

19 CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

20 NONDISCRIMINATION

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

21 GIFTS

21.1 *Prohibition on Gifts*

Contractor acknowledges that Chapter 12.08 of the San Jose Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

21.2 *No Offer*

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

21.3 *Breach of Agreement*

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 13.2 of this Agreement.

22 DISQUALIFICATION OF FORMER EMPLOYEES

Contractor is familiar with Chapter 12.10 of the San Jose Municipal Code ("**Revolving Door Ordinance**") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

23 CONFIDENTIAL INFORMATION

All data, documents, discussions or other information developed or received by or for Contractor in performance of this Agreement are confidential and must not be disclosed to

any person except as authorized by City, or as required by law ("**City Confidential Information**").

23.1 Non-Disclosure.

(a) All City Confidential Information shall be deemed the sole property of City and shall be used solely by Contractor and its employees, contractors (including Subcontractors) and agents for purposes of performing Contractor's obligations under this Agreement, and, except as permitted under Section 23.3, shall not be published, transmitted, released or disclosed by Contractor or its Subcontractors to any other Person without the prior written consent of City, which consent City may withhold in its sole discretion.

(b) Contractor shall implement and maintain appropriate policies and procedures to safeguard the confidentiality of City Confidential Information in accordance with subsection (a) above. Contractor shall require as a condition of any subcontract that the Subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements by which Contractor is bound under this Agreement.

23.2 Disclosure Requests.

Any and all requests, from whatever source, for copies of or access to, or other disclosure of, any City Confidential Information shall be promptly submitted to City for disposition.

23.3 Permitted Disclosures.

Contractor shall require each of its employees, contractors (including Subcontractors) and agents providing Services hereunder or otherwise having access, in whatever form or function, to the City Confidential Information, to execute, prior to any such activity or access, an agreement in form and substance acceptable to City under which such employees, contractors (including Subcontractors) and agents agree to protect all City Confidential Information. Contractor may disclose City Confidential Information only to those of such employees, contractors (including Subcontractors) and agents who have a need to know such City Confidential Information in order to perform their duties under this Agreement, as determined by an appropriate City official, and only to the extent minimally necessary. Regardless of the form of any agreement executed with Contractor's employees, contractors (including Subcontractors) and agents, Contractor shall retain liability for all breaches of this Agreement and for the acts or omissions of its officers, employees, contractors (including Subcontractors), agents and the like, including the unauthorized use or disclosure of City Confidential Information, by its officers, employees, contractors (including Subcontractors), agents and the like.

23.4 Contractor Confidential Information.

Except for any disclosure in accordance with the provisions of this Agreement, Contractor agrees that: (a) it shall not disclose any Contractor Confidential Information to City; (b) all other information provided by it to City is excluded from the definition of Contractor Confidential Information; and (c) the obligations relating to Contractor Confidential Information do not relate or apply to information included in any such non-confidential disclosures. City shall use the same care to prevent disclosure of the Contractor Confidential

Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care.

23.5 *Legally Required Disclosures.*

"**Confidential Information**" means City Confidential Information or Contractor Confidential Information, as the case may be. The party that has received Confidential Information from the other Party (the "**Receiving Party**") may disclose the Confidential Information of the party that has disclosed Confidential Information to the other party (the "**Disclosing Party**") to the extent disclosure is based on the good faith written opinion of the Receiving Party's legal counsel that disclosure is required by law or by order of a court or governmental agency; provided, however, that the Receiving Party shall give advance notice of such requested disclosure and legal opinion to the Disclosing Party prior to any such disclosure and shall use all commercially reasonable efforts to obtain a protective order or otherwise protect the confidentiality of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Disclosing Party reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. For purposes of this Section, City's Office of General Counsel may act as City's legal counsel.

23.6 *Notification and Mitigation.*

In the event of any impermissible disclosure, loss or destruction of Confidential Information, the Receiving Party shall immediately notify the Disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information.

24 OWNERSHIP OF MATERIALS

All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform Contractor's services are City's property without restriction or limitation upon their use.

25 CONTRACTOR'S BOOKS AND RECORDS; AUDIT RIGHTS [CITY CHECKING W/FINANCE DEPT. ABOUT SECTIONS 25.5 THROUGH 25.7]

25.1 *Maintenance during Term*

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

25.2 *Maintenance after Term*

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

25.3 *Inspection*

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

25.4 *Custody of Records*

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

25.5 *Recordkeeping*

Contractor shall maintain complete and accurate records and books of account with respect to this Agreement, including electronic copies of all such records and books, utilizing generally accepted accounting principles ("**GAAP**"), consistently applied and complying in all respects with all applicable laws and regulations including transaction-level documentation, such as supporting invoices, purchase orders, bills of lading, tax returns, exemption certificates and other relevant documents. Such records and books, and the accounting controls related thereto, shall constitute Contractor's Confidential Information and shall be sufficient to provide reasonable assurances that:

- (a) transactions are recorded so as to permit the preparation of Contractor's financial statements in accordance with GAAP and to maintain accountability for its assets; and
- (b) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Such records and books of account of Contractor's business shall be maintained by Contractor at its principal business office in _____, and City (or its designees) shall have the right to examine and make extracts of information and copy any part thereof at any reasonable time during normal business hours. Contractor shall retain and maintain accurate records and documents relating to performance of Services under this Agreement until the latest of: (i) seven (7) years after the final payment to Contractor hereunder; (ii) one (1) year following the final resolution of all audits or the conclusion of any litigation with respect to this Agreement; or (iii) such longer time period as may be required by applicable federal, state, local and/or international laws or regulations, including tax laws.

25.6 *Operational Audits.*

City, or its authorized representatives that are not competitors of Contractor or its Subcontractors in the telecommunications services markets with respect to the provision of services similar to the Services, shall have the right, at any time and with reasonable notice, to perform an operational and/or security audit with respect to Contractor's performance hereunder. Contractor shall grant City and its representatives full and complete access to Contractor's and its Subcontractors' facilities and all books, records and other documents of Contractor and its Subcontractors as they relate to this Agreement, or as they may be required in order for City to ascertain any facts relative to Contractor's performance hereunder. Contractor shall provide City, or its authorized representatives, such information and assistance as requested in order to perform such audits; provided, however, that the Parties shall endeavor to arrange such assistance in such a way that it does not interfere with Contractor's performance of the Services. If any audit reveals a material inadequacy or deficiency in Contractor's performance, the cost of such audit shall be borne by Contractor. Contractor shall incorporate this paragraph verbatim into any Agreement into which it enters with any Subcontractor providing Services under this Agreement.

25.7 *Financial Audits.*

Upon City's request, Contractor shall allow City and/or any independent third party selected by City to fully audit Contractor's and/or its Subcontractors' and their respective Affiliates' books and records to the extent necessary to verify any amounts paid or payable hereunder. Such auditors shall be provided with full access to such information, books and records as may be necessary to confirm the accuracy of Contractor's invoices, documents, and other information supporting such invoices, and any pricing adjustment computations. All such audits shall be conducted during business hours, with reasonable advance notice, and shall include access to all proprietary and confidential information of Contractor, its Subcontractors and/or their respective Affiliates to the extent necessary to comply with the provisions of this Section. If any such audit reveals that Contractor has overcharged City five percent (5%) or more during the period to which the audit relates (as determined prior to the commencement of the audit), then Contractor promptly shall refund such overcharges to City with interest at ten percent (10%) per annum, and the cost of such audit shall be borne by Contractor. Contractor shall incorporate this paragraph verbatim into any agreement into which it enters with any Subcontractor providing Services under this Agreement.

26 ASSIGNABILITY

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option. Notwithstanding the foregoing, Contractor shall remain liable for the performance of the assigned or delegated obligations hereunder.

27 SUBCONTRACTORS

"**Subcontractor**" means, subject to the terms of Section 27.1, any person other than Contractor including, without limitation, any Affiliate of Contractor, which provides Services to City pursuant to an agreement with Contractor. "**Affiliate**" means, as to any person, any other person that, now or in the future, directly or indirectly, controls, is controlled by, or is under common control with, such person, whether through ownership of voting securities or otherwise. For this purpose, and without limiting the foregoing, any person that owns more than twenty percent (20%) of the outstanding voting securities of any other person shall be deemed to control such other person.

27.1 *Authorized Subcontractors*

Notwithstanding Section 26 (Assignability) above, Contractor may use designated Subcontractors approved in advance by City in performing Contractor's services. Contractor must obtain City's prior written consent in order to change or add Subcontractors. Contractor shall be responsible for directing the work of the approved Subcontractors and for any compensation due to Subcontractors. City assumes no responsibility whatsoever concerning such compensation.

27.2 *Compliance with Agreement*

Contractor shall ensure that Contractor's Subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's Subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

27.3 *Liability and Replacement.*

In no event shall Contractor be relieved of its obligations under this Agreement as a result of its use of any Subcontractors. Contractor shall supervise the activities and performance of each Subcontractor and shall be jointly and severally liable with each such Subcontractor for any act or failure to act by such Subcontractor. If City determines that the performance or conduct of any Subcontractor is unsatisfactory, City may notify Contractor of its determination in writing, indicating the reasons therefor, in which event Contractor promptly shall take all necessary actions to remedy the performance or conduct of such Subcontractor or, subject to the terms of Section 27.1, replace such Subcontractor by another third party or by Contractor personnel.

28 GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

29 VENUE

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

Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

30 NOTICES

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To City: Director of General Services
 City of San Jose
 1661 Senter Road
 San Jose, CA 95112

To Contractor:

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

31 MISCELLANEOUS

31.1 *Survival of Provisions*

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

31.2 *Assignment*

Subject to the provisions of Section 26, this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.

31.3 *Headings*

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

31.4 *Authority of City Manager*

Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

APPROVED AS TO FORM:

City of San José
a municipal corporation

Senior Deputy City Attorney

By _____
Name:
Title:

CORPORATION

By _____
Name:
Title:

EXHIBIT A – Implementation Services Statement of Work

To be added

EXHIBIT B - Operation and Maintenance Services Statement of Work

To be added

EXHIBIT C - Compensation

The following is the summary of the compensation to be paid to Contractor under this Agreement.

To be added

All Payments are based upon City's acceptance of Contractor's successful completion of the Milestone Deliverable as described in SOW. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the Milestone Deliverable for which payment is due.

EXHIBIT D – Definitions

To be added

**EXHIBIT E
INSURANCE REQUIREMENTS**

CONTRACTOR, at CONTRACTOR'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 CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; including products and completed operations, XCU (Explosion, Collapse and Underground); and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$5,000,000 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 \$5,000,000 Aggregate Limit.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages

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

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

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

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

2. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

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

CITY OF SAN JOSE
Risk Management
801 N. First Street, Room 110
San Jose, California 95110-1716

G. Subcontractors

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

EXHIBIT F – Software License Agreement
To be added

**EXHIBIT G
CHANGE ORDER FORM
CHANGE ORDER # ____**

Pursuant to Section X of the Agreement for the _____ System between _____ and the City of San Jose is hereby amended as follows:

(The following language is hereby provided as an example of how to complete this form.)

1. Contractor shall provide the following additional services at the costs indicated below:

TOTAL	

The following services, products or deliverables are hereby deleted and the associated costs in amounts set forth below are also deleted.

TOTAL	

3. Exhibit ____ is hereby amended to read as set forth in the Revised Exhibit ____ which is attached hereto.

4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.

I hereby certify that an unexpended appropriation is available in Fund _____ for the Agreement, and that funds are available as of the date of this signature.	Total Cost of Change	
	Total Credit of Change	
	Previous Amendments and/or Change Orders	
	Original Contract	
Principal Accountant _____ Date _____		

<p>ACCEPTANCE</p> <p>Contractor hereby agrees to accept the amount set forth herein as payment in full of the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.</p> <p>Contractor _____ Date _____</p>	<p>APPROVED AS TO FORM</p> <p>_____</p> <p>Senior Deputy City Attorney</p> <p>City of San José</p> <p>_____ Date _____</p> <p>Director of _____</p>
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EXHIBIT H – Master Pricing List
To be added

EXHIBIT I – Request for Proposal
To be added

EXHIBIT J – Contractor’s Proposal Response
To be added

CITY OF SAN JOSÉ

COUNCIL POLICY

TITLE	PAGE	POLICY NUMBER
Environmentally Preferable Procurement Policy	1 of 4	4-4
	EFFECTIVE DATE	REVISED DATE
	9-25-01	
APPROVED BY: City Council on September 25, 2001		

BACKGROUND

The mission statement of the Environmental and Utility Services City Service Area (CSA) reflects a commitment to provide environmental leadership through policy development and program design.

By incorporating environmental considerations in public purchasing, the City of San José can serve this commitment by reducing its burden on the local and global environment, removing unnecessary hazards from its operations, protecting public health, reducing costs and liabilities, and potentially improving the environmental quality of the region. This policy is an effective way to direct the City's effort in procuring environmentally preferable products and services.

PURPOSE

The primary purpose of this policy is to minimize negative environmental impacts of the City's activities by ensuring the procurement of services and products that:

- reduce toxicity;
- conserve natural resources, materials, and energy;
- maximize recyclability and recycled content.

A collateral purpose is to support markets for recycled goods and other environmentally preferable products and services.

DEFINITIONS

The following terms shall have the assigned definitions for all purposes under this policy:

- A. **City of San José** means the City of San José elected officials, staff, and agencies.
- B. **Environmentally Preferable Products and Services** means products and services that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison

may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

- C. **Life Cycle Cost** means the amortized annual cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.
- D. **Practicable** means sufficient in performance and available at a reasonable price.
- E. **Recyclable Product** means a product which, after its intended end use, can demonstrably be diverted from the City of San José's solid waste stream for use as a raw material in the manufacture of another product.
- F. **Recycled Material** means material and byproducts that have been recovered or diverted from solid waste, and have been utilized in place of raw or virgin material in manufacturing a product. It is derived from post-consumer recycled material, manufacturing waste, industrial scrap, agricultural waste, and other waste material, but does not include material or byproducts generated from, and commonly reused within, an original manufacturing process.
- G. **Virgin Material** means any material occurring in its natural form. Virgin Material is used in the form of raw material in the manufacture of new products.

POLICY

The City of San José commits to:

1. Procure environmentally preferable products and services where criteria have been established by governmental or other widely recognized authorities (e.g. Energy Star, EPA Eco Purchasing Guidelines).
2. Integrate environmental factors into the City's buying decisions where external authorities have not established criteria. Examples:
 - replacing disposables with reusables or recyclables;
 - supporting eco-labelling practices by buying products bearing such labels in preference to others, where they are available and provide value for money
 - taking into account life cycle costs and benefits;
 - evaluating, as appropriate, the environmental performance of vendors in providing products and services;
3. Raise staff awareness on the environmental issues affecting procurement by providing relevant information and training;
4. Encourage suppliers and contractors to offer environmentally preferable products and services at competitive prices;
5. Encourage providers of services to consider environmental impacts of service delivery.
6. Comply with all environmental legislative and regulatory requirements in the procurement of products and services.

Nothing in this policy shall be construed as requiring a department, agency or contractor to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.

Procedures and Guidelines may be established as necessary to ensure the continuation of a strong Environmental Procurement Program.

Responsibility

All City of San José departments, offices and agencies shall identify and purchase the most environmentally responsible products and services that are available for the intended purpose and that meet the performance requirements. Factors that should be considered when determining the environmentally preferable good or service include, but are not limited to:

- Minimization of virgin material use in product or service life cycle
- Maximization of recycled products used in product or service life cycle
- Environmental cost of entire product or service life cycle
- Reuse of existing products or materials in product or service life cycle
- Recyclability of product
- Minimization of packaging
- Reduction of energy/water consumption
- Toxicity reduction or elimination
- Elimination of uncertified hardwoods in product or service life cycle
- Durability and maintenance requirements
- Ultimate disposal of the product

Purchasing Division Responsibilities:

1. Develop and maintain information about environmentally preferable products and recycled products containing the maximum practicable amount of recycled materials, to be purchased by departments, agencies, consultants and contractors whenever possible.
2. Inform departments, agencies and contractors of their responsibilities under this policy and provide implementation assistance.
3. Institute product testing and trial service to evaluate environmentally responsible alternatives pursuant to established testing guidelines.
4. Require the use of recycled materials and recycled products by incorporating them in bid specifications where practicable;
5. Disseminate information on recycled and environmentally preferable product procurement requirements, specifications, and performance to assist vendors with procurement opportunities with the City.
6. Establish guidelines governing the review and approval of specifications for the procurement of selected materials based on considerations of recycling, energy and water conservation, life cycle costing and other environmental considerations.
7. Submit reports of policy impacts on an annual basis.

Environmental Services Department Responsibilities:

1. Support Purchasing in its implementation of this policy by providing training, information when requested, and assistance in the evaluation of the EPP status of a product or service.
2. Support departments and agencies in evaluation and analysis of products and services for EPP criteria.
3. Help establish and promote needed environmental procurement legislation.

Department and Agency Responsibilities:

1. Evaluate each requested product and service to determine the extent to which the specifications could include an environmentally preferable option.
2. Ensure that contracts issued by the departments and agencies include environmentally preferable products and recycled products wherever practicable;
3. Determine standard at which products are considered environmentally preferable and use in selective criteria.
4. Expand the awareness and use of environmentally preferable products.

Document Review

This policy must be reviewed every three years.

**Attachment D
Server/Storage Inventory**

Dept	AssetName	Make	Model	CPU	Total Storage (GB)	Total Storage in Use (GB)	RAM	OS	ServerType
ITD	C130A	Sun Microsystems	E4500	8 @ 450 Mhz	1,400.00	812.00	8 GB	Solaris 8	Database Server
ITD	C130B	Sun Microsystems	E4500	8 @ 450 Mhz	477.00	128.00	8 GB	Solaris 8	Database Server
ITD	C5A	Sun Microsystems	Sunfire V880	4 @ 900 MHz	400.00	200.00	8 GB	Solaris 8	Database Server
ITD	C5B	Sun Microsystems	Sunfire V880	4 @ 750 MHz	400.00	200.00	8 GB	Solaris 8	Database Server
ITD	F16A	Sun Microsystems	Sunfire V100	1 @ 500 MHz	35.00		N/A	Solaris 8	Application/Web Server
ITD	F16B	Sun Microsystems	Sunfire V100	1 @ 500 MHz	35.00		N/A	Solaris 8	Application/Web Server
ITD	HORNET	Sun Microsystems	Ultra 450	2 @ 450 Mhz	22.00	6.00	256 MB	Solaris 8	App Server
ITD	NS1	Sun Microsystems	Sunfire V100	1 @ 500 Mhz	N/A	N/A	2 GB	Solaris 8	DNS
ITD	NS2	Sun Microsystems	Sunfire V100	1 @ 500 Mhz	60.00	2.00	2 GB	Solaris 8	DNS
ITD	ORION	Sun Microsystems	Ultra 450	2 @ 450 Mhz	22.00	5.00	256 MB	Solaris 8	App/Web Server
ITD	P51A	Sun Microsystems	420	4 @ 450 Mhz	88.00	16.00	4 GB	Solaris 8	App/Web Server
ITD	P51B	Sun Microsystems	420	4 @ 450 Mhz	88.00	16.00	4 GB	Solaris 8	App Server
ITD	P51C	Sun Microsystems	420	4 @ 450 Mhz	88.00	16.00	4 GB	Solaris 8	App/Web Server
ITD	P51E	Sun Microsystems	420	4 @ 450 Mhz	88.00	24.00	4 GB	Solaris 8	App/Web/Report Server
ITD	SUN-ADMIN	Sun Microsystems	Ultra 5/10	1 @ 400 Mhz	18.00	9.00	256 MB	Solaris 8	Management Console
ITD	SUN-ADMIN2	Sun Microsystems	Ultra 5/10	1 @ 400 Mhz	18.00	7.00	256 MB	Solaris 8	Management Console
ITD	X15A	Sun Microsystems	Netra	1 @ 450 Mhz	18.00	2.00	1 GB	Solaris 8	Syslog Server
ITD	X15B	Sun Microsystems	420	4 @ 450 Mhz	88.00	8.00	4 GB	Solaris 8	App Server
ITD	X1A	Sun Microsystems	420	4 @ 450 Mhz	235.00	126.00	4 GB	Solaris 8	Database Server
ITD	X1B	Sun Microsystems	420	4 @ 450 Mhz	235.00	126.00	4 GB	Solaris 8	Database Server

**Attachment D
Server/Storage Inventory**

PredominateUse	AppsInstalled (include version)	Category of Data (High, Medium, Low)	To be used by staff at the New Civic Center (Y or N)	To be used by staff outside of the New Civic Center (Y or N)	Server - Consolidate (C), Consider for Consolidation (CC), Stand-Alone (S),	Storage - Consolidate (C), Consider for Consolidation (CC),
HR/Payroll Server	Oracle8.1.7.4,NetBackup, SUN HA 3.0, Instant Image				S	CC
Current FMS Upgrade test and Development DB	Oracle8.1.7.4,SUN HA 3.0, Instant Image				S	CC
Internet Database Server	IDTS, Amanda, Oracle, Veritas, call center				S	CC
Internet Database Server	Misc. prod and dev databases; failover for C5A				S	CC
Web/App Server	None, not in use at this time				S	CC
Web/App Server	None, not in use currently				S	CC
List Server, OED/SVWIB Mail Server	LYRIS, CommuniGate Pro, DNS Server				S	CC
DNS	Named (Solaris DNS Service)				S	CC
DNS	Named (Solaris DNS service)				S	CC
Call Center Server	Not in Service				S	CC
Web/App Server	Peoplesoft, Weblogic				S	CC
Web/App Server	Peoplesoft, Weblogic				S	CC
Web/App Server	Peoplesoft, Weblogic				S	CC
Report Server	Peoplesoft, Weblogic				S	CC
Sun/Solaris System Admin	CCP, Apache				S	CC
Sun/Solaris System Admin	Sun Management Center, Apache				S	CC
Syslog Server	Solaris Syslog				S	CC
App Server	Peoplesoft				S	CC
Call Center Database Server	Oracle Enterprise Manager, Testing				S	CC
Citywide Business App Server	Datawarehouse, htmlDb				S	CC

Attachment E City's Planned Active Directory Migration

Domain Preparation:

- Establish Trust between source domain and target domain.
- Enable auditing (success and failure) of user and group management on the PDC for the source domain.
- Enable auditing (success and failure) of Audit account management on the target domain in the Default Domain Controllers group policy.
- Create Local Group named *sourcedomain\$\$\$* on the PDC for the source domain. (There should be no members in this group.)
- Add the Domain Admins global group from the source domain to the local Administrators group on the target domain.
- Add the Domain Admins global group from the target domain to the local Administrators group on the source domain.
- On the PDC of the source domain: add "TcipClientSupport:REG_DWORD:0x1" value to the registry key HKLM\System\CurrentControlSet\Control\LSA
- Make sure all pertinent information is on the AD migration form that was filled out by the user.
- Add SJCITY\ "desktop support" group to the local admin group on all computers to be migrated.
- Make users aware of the fact that their computers will be rebooted during the ADMT process.

Using the ADMT to migrate users:

- Open Admin.msc tool on desktop of DC4, right-click ADMT and select "User Account Migration Wizard".
- Click Next.
- Select "Migrate now?".
- Enter the source domain and target domain.
- Select the user accounts you wish to migrate.
- Make sure the target OU is "Legacy Accounts".
- Use complex passwords.
- Make sure "Enable target accounts," and "Migrate user SID's to target domain" are selected.
- Enter the user account/password for a domain admin in the source domain.
- Make sure that "Update user rights," "Migrate associated user groups," "Update previously migrated objects," and "Fix users group membership" are selected. Do not rename accounts.
- Rename duplicate accounts by adding "NT2".
- Finish.

Using the ADMT to migrate computers:

- Open Admin.msc tool on desktop of DC4, right-click ADMT and select "Computer Migration Wizard".
- Select "Migrate now?".
- Enter the source domain and target domain.
- Select the computer accounts you wish to migrate.

Attachment E
City's Planned Active Directory Migration

- Make sure the target OU is "Legacy Accounts".
- For remote agents make sure all boxes are checked.
- Select "add" so that permissions are not overwritten.
- Allow one minute before computer is restarted and select "Do not rename computer".
- Rename duplicate accounts by adding "NT2".
- Finish.
- Once this process has been finished move the computer from the 'Legacy Accounts' OU to the department specific OU.

Back-end changes:

- Rename new user accounts and move them into the appropriate OU from DC4. and select 'User must change password at next logon.
- On the user's Exchange mailbox, change the primary account to the new active directory user account. Add the old NT account as an additional user in the "Permissions" tab. Contact one of the Exchange Administrators for this step.

Front-end changes:

- On migrated workstation: log on as local administrator.
- Add static WINS / DNS for AD environment.
- Rename computer. (the standard is *Dept Employee#*)

Post migration

- Reset users password to *Welcome2CSJ<<employee ID>>*

**Attachment F
Printer Inventory
as of 11/1/04**

Office of the City Attorney

Contact: Alan Wiley (x2399)

Make/Model	Local or Network
Canon ImageRunner 5000	Network
Canon ImageRunner 5000	Network
Canon ImageRunner 6020	Network
HP LJ 1000	Local
HP LJ 4	Network
HP LJ 4100	Network
HP LJ 4550	Network
HP LJ 4p	Local
HP LJ 4plus	Local
HP LJ 4si	Network
HP LJ 4si	Network
HP LJ 5si	Network
HP LJ 8000	Network
HP LJ 8150	Network
HP LJ 8150	Network
HP LJ 8500	Network
Xerox Tektronix 860n	Network

City Auditor's Office

Contact: Minh Nguyen (x8317)

Make/Model	Local or Network
HP Laserjet Color 5/5M	Network
Laserjet8100N	Network
Laserjet 8150N	Network
Deskjet 1220Cse	Local

DOT

Contact: Clark Owen (x4423)

Make/Model	Local or Network
HP LJ8150DN	Network
HP LJ2100	Local
Sam Sung	Local
HP LJ 5000	Network
HP LJ 5SI	Network
HP DJ 1055	Network
HP LJ 4100	Network
HP LJ4V	Local
HP LJ4550N	Network
HP LJ405N	Network
HP LJ5N	Network

Attachment F Printer Inventory

as of 11/1/04

HP LJ4000N	Network
HP LJ 4550N	Network
HPLJ4M	Local
HP LJ4000N	Local
HP LJ4000TN	Network
HP LJ6MP	Local
HP LJ5N	Network
HP LJ5M	Network
HP LJ8150 DN	Network
HP LJ4550N	Network
HP LJ2100	Local
HP OJG85xi	Local
Epson C80	Local
Sam Sung 1710	Local
Hp DJ 1055CM	Network
HP LJ405N	Network
HP LJ4100	Network
HP LJ5	Network
HP LJ4V	Network
HP DJ1055M	Network
HP LJ5	Network
Tektronic Phase 340N	Network
Tektronic Phase 860N	Network

ESD

Contact: Scott Martin (945-5470)

<u>Make/Model</u>	<u>Local or Network</u>
HP LaserJet 5SiMX	Network
HP Color LaserJet 5M	Network
HP LaserJet 5M	Network
HP LaserJet 4050	Network
HP Color LaserJet 4500N	Network
HP LaserJet 8000	Network
HP Color LaserJet 4500	Network
HP LaserJet 4050TN	Network
HP Color LaserJet 4500N	Network
HP LaserJet 4000TN	Network
HP LaserJet 4050TN	Network
HP DeskJet 1050C	Network
HP LaserJet 4050TN	Network
HP LaserJet 4100N	Network
Epson LQ-570	Network
HP LaserJet 2100M	Local
HP LaserJet 2200D	Local
HP LaserJet 2200DN	Local
HP LaserJet 6MP	Local
HP LaserJet 2100M	Local
HP LaserJet 6MP	Local
HP LaserJet 2100TN	Local
HP LaserJet 6MP	Local
HP LaserJet 5MP	Local
HP LaserJet 2100DN	Local

**Attachment F
Printer Inventory
as of 11/1/04**

HP LaserJet 5MP	Local
HP LaserJet 2200DN	Local
HP LaserJet 2100M	Local
HP LaserJet 4P	Local
HP LaserJet 5MP	Local
HP LaserJet 5MP	Local
HP DeskJet 880C	Local
HP LaserJet 6MP	Local
HP LaserJet 6MP	Local
HP LaserJet 6MP	Local
HP LaserJet 5MP	Local
HP LaserJet 6P	Local
HP DeskJet 612C	Local
HP LaserJet 2100M	Local
HP DeskJet 612C	Local
HP LaserJet 6MP	Local
HP LaserJet 3200	Local
HP LaserJet 6P	Local
HP LaserJet 2100TN	Local
HP LaserJet 2100M	Local
HP DeskJet 850C	Local
HP LaserJet 2100M	Local
HP LaserJet 2100M	Local
HP LaserJet 2100TN	Local
HP LaserJet 2100M	Local
HP LaserJet 6MP	Local
HP LaserJet 2100M	Local
HP LaserJet 2200D	Local
HP LaserJet 6MP	Network
HP LaserJet 2100M	Local
HP LaserJet 2100TN	Local

Fire

Contact: Navdeep Sandhu (x8795)

<u>Make/Model</u>	<u>Local or Network</u>
HP LJ 4100N	Network
HP LJ 4000	Network
HP LJ 5M	Network
HP LJ 4500N	Network
HP LJ 2100	Local
HP LJ 4000	Local
HP LJ 4000N	Network
HP LJ 8150N	Network

Housing

Contact: Phil Olow (x5898)

<u>Make/Model</u>	<u>Local or Network</u>
HP LJ4100 PS	Network
HP LJ4050 Series PS	Network

Attachment F Printer Inventory

as of 11/1/04

HP LJColor5/5m	Network
HP LJ8100	Network
PitneyBowes W770	Local
XeroxDoc 2825	Network
XeroxDoc 32n	Network
HP LJ4m plus	Network
HP LJ4m plus	Network
HP LJ4m plus	Network
HP LJ4100	Network
HP LJColor5/5m	Network
HP LJ5n	Network
HP LJ5n	Network
HP LJ5si	Network
HP LJ5si	Network
HP LJ5si	Network
HP LJ9000	Network
HP LJ9000	Network
Xerox 8030	Network
HP LJ5si	Network
HP LJ4m plus	Network

SCANNERS

Vidar Truscan Select Pro	Local
Vidar TruScan Titan (Color)	Local
Bell & Howell CopiScan II	Local
Kodak 3520	Local
HP ScanJet 45470c	Local

PRNS

Contact: Linda Woods (x3601)

Make/Model	Local or Network
HPLJ 5M	Network
HPLJ 4050	Network
HPLJ 5M	Network
Richoh Aficio 1075	Network
HP Color LJ 4550	Network
HPLJ 6P	Network
HP 2000C	Network
HPLJ 4000	Network
HPLJ 4500	Network
HPLJ 4100	Network
HPLJ 4100	Network
HPLJ 4500	Network
HPLJ 6P	Network
HPLJ 2200	Network
HPLJ 2500C	Network
HPLJ 2200	Network
HPLJ 4050	Network
HPLJ 4050	Network
HPLJ 5M	Local
HPLJ 2100	Network
HPLJ 4550	Network
HPLJ 4050	Network

**Attachment F
Printer Inventory**

as of 11/1/04

HPLJ 4200	Network
HPLJ 4000	Network
HPLJ 2500C	Network
HPLJ 4MP	Network
HPDJ 882C	Local
HPDJ 692C	Local
HPOJ G85	Network
HPLJ 1200	Network
HPLJ 1200	Network
HPLJ 4050	Network
HPLJ 4000N	Network
HPLJ 4100TN	Network
HP DesignJet 755CM Plotter	Network
HPLJ 1200	Local

RDA

Contact: Steve Reuter (794-1131)

Make/Model	Local or Network
HP CLJ 4500	Network
HP LJ 4000	Network
HP LJ 4050	Network
HP LJ 4000	Network
HP LJ 4050	Network
HP CLJ 8500	Network
HP LaserJet 4100	Network
HP LaserJet 4100	Network
HP LJ 4000	Network
HP CLJ 8500	Network
HP LJ 4050	Network
HP CLJ 8500	Network
HP LJ 8000	Network
HP CLJ 4500	Network
HP LJ 4050	Network
HP LJ 5M	Network
HP LJ 4050	Network
HP DesignJet 2500CP	Network
HP DesignJet 5500PS	Network
HP DesignJet 5500PS	Network
Sharp AR-M350 Printer/Copier	Network
Sharp AR-M350 Printer/Copier	Network

ITD

Contact: Angela Hays (x3971)

Make/Model	Local or Network	Quantity
HP 4000	Network	21
HP 4050	Network	15
HP 4100	Network	10
HP 4600	Network	5

**Attachment F
Printer Inventory**

as of 11/1/04

HP 4200	Network	4
Cannon 5000	Network	3
HP 5Si	Network	1
HP 8000	Network	4
HPDJ 895	Network	1
HP 4300	Network	1
HP 5	Network	3
Xerox Phaser 7700	Network	1
HP Design Jet 1055 (Plotter)	Network	1
HP 9000	Network	1
HP 8500	Network	1
HP 4550	Network	6
HP 2000	Network	5
HP 2200	Network	2
HP 8550	Network	1
HP 2500	Network	2
Ricoh Copier	Network	2
HP 5M	Network	1
HP 4	Network	1
HP 4Si	Network	1
HP 895	Network	1
HP 890	Network	1
HP 4500	Network	1
HP 4000	Local	1
HP 2200	Local	1
HP 970CXI	Local	1
HP Officejet G55	Local	1
HP 6P	Local	3
HP 2100	Local	1

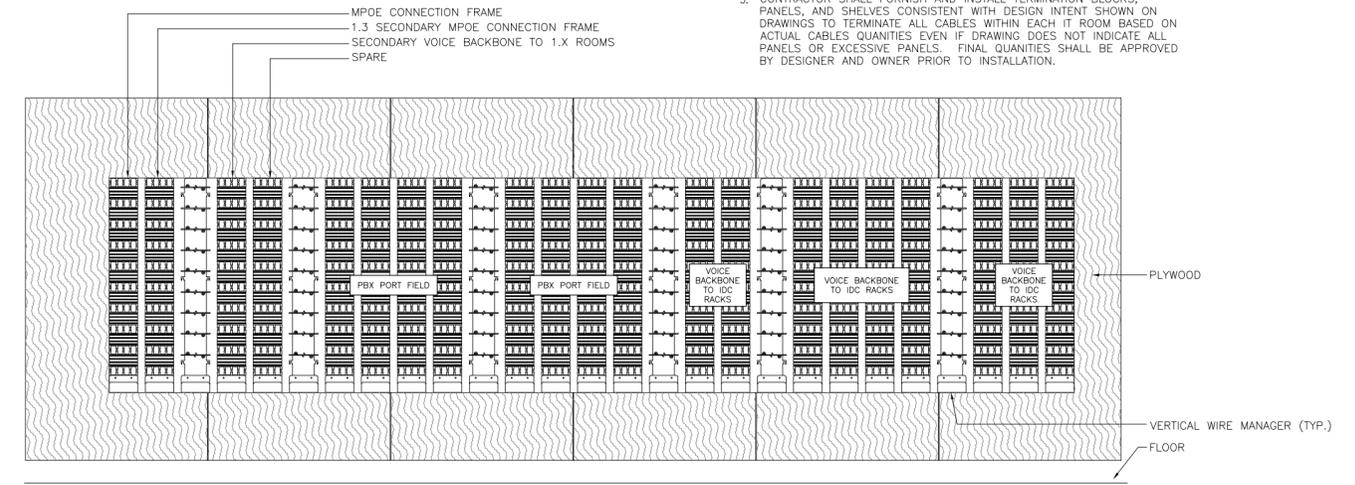
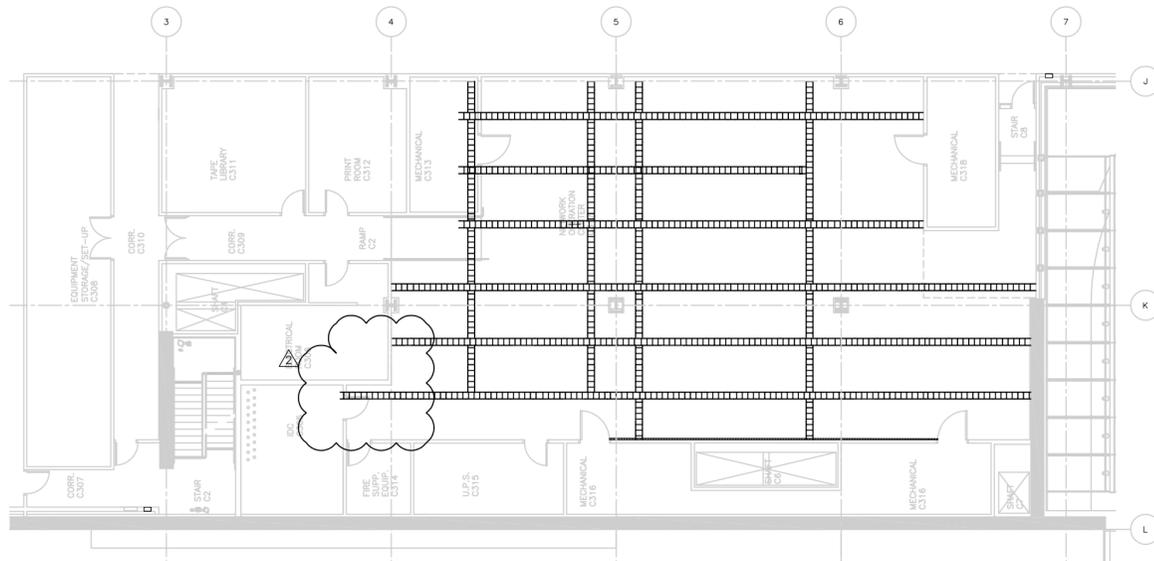
LEGEND

- ◇ INDICATES 15" CABLE RUNWAY SUPPORT SYSTEM. SEE DETAILS SHEET T4.1
- ◇ INDICATES 24" CABLE RUNWAY SUPPORT SYSTEM. SEE DETAILS SHEET T4.1
- ◇ INDICATES 12" CABLE RUNWAY SUPPORT SYSTEM. SEE DETAILS SHEET T4.1



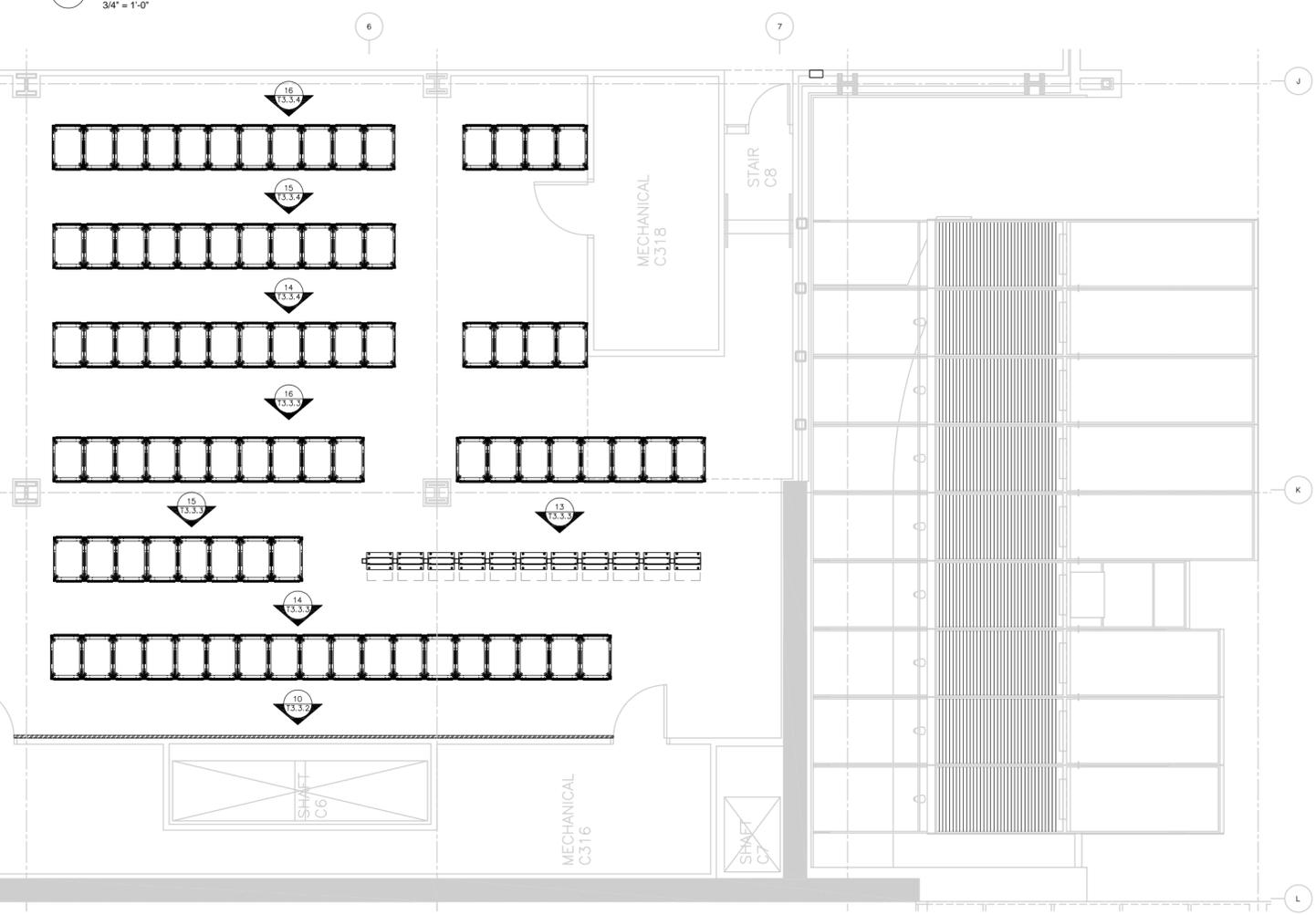
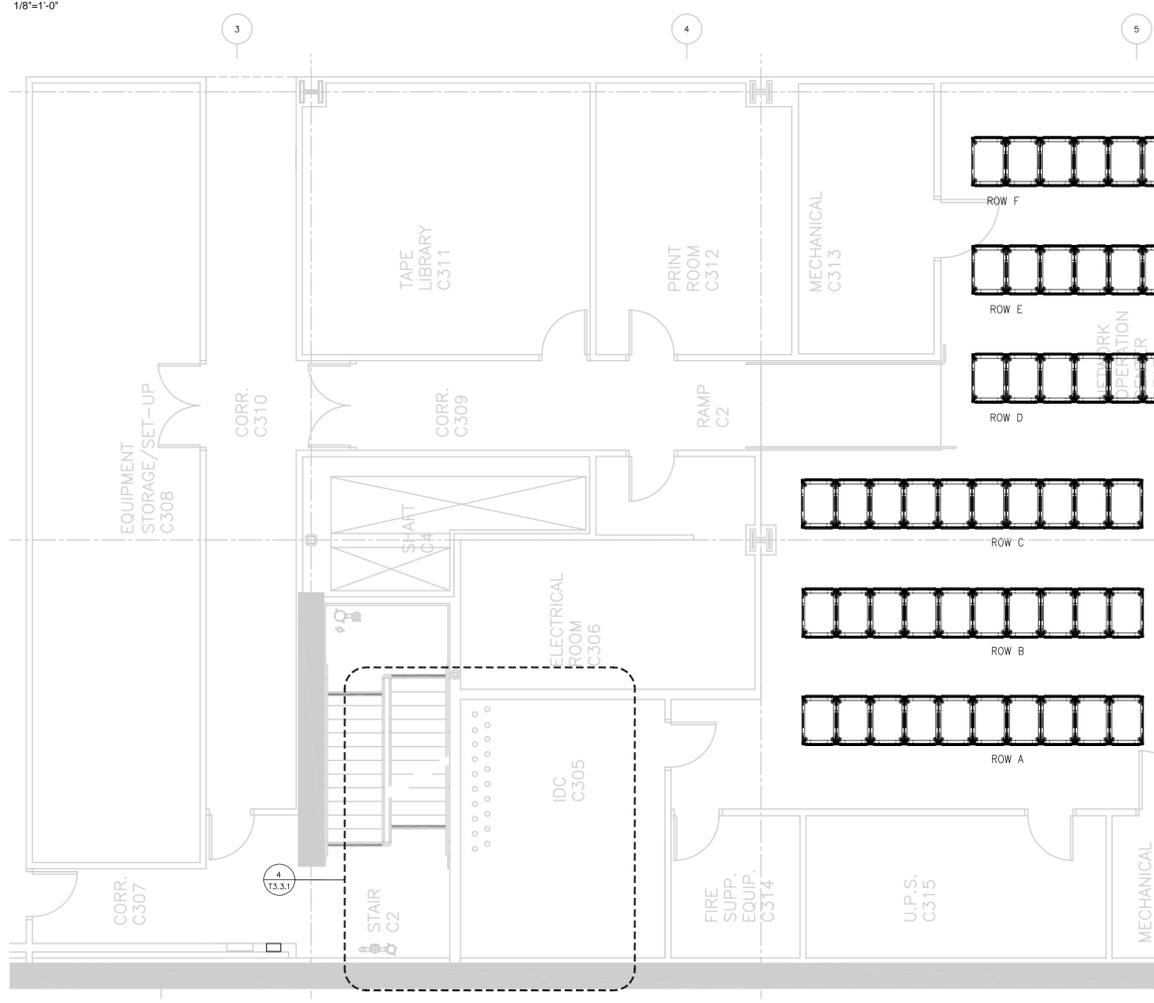
NOTES

1. ALL CABLE ROUTING WITHIN IT ROOMS SHALL BE NEAT AND VELCRO WRAPPED WITH SPECIAL ATTENTION TO BEND RADIUS CONTROL AT ALL TIMES EVEN IF NOT INDICATED ON DRAWINGS. COORDINATE ALL CABLE RUNWAY ROUTING AND BEND RADIUS CONTROL WITH DESIGNER AND OWNER PRIOR TO INSTALLATION.
2. ALL CABLE BUNDLES SHALL CONTAIN CABLES PER FLOOR/DESIGNATION LOCATION AND PER TYPE, UON.
3. ALL SUPPORT SYSTEMS SHALL BE COORDINATED WITH SITE CONDITIONS AND INSTALLED PER GUIDELINES, INDUSTRY STANDARDS, CODES, AND MANUFACTURER RECOMMENDATION. ALL SYSTEM ASSEMBLIES MUST BE APPROVED BY STRUCTURAL ENGINEER PRIOR TO INSTALLATION.
4. ENTRY AND EXIT CABLE PATHWAYS, SLEEVES, AND SLOTS SHALL BE COORDINATED WITH SITE CONDITIONS. LOCATION AND SIZING OF TELECOMMUNICATION SLEEVES TO BE COORDINATED WITH SITE CONDITIONS PRIOR TO INSTALLATION. QUANTITY AND SIZING DETERMINED BY CABLE COUNT AND TYPES UTILIZING PATHWAYS.
5. CONTRACTOR SHALL FURNISH AND INSTALL TERMINATION BLOCKS, PANELS, AND SHELVES CONSISTENT WITH DESIGN INTENT SHOWN ON DRAWINGS TO TERMINATE ALL CABLES WITHIN EACH IT ROOM BASED ON ACTUAL CABLES QUANTITIES EVEN IF DRAWING DOES NOT INDICATE ALL PANELS OR EXCESSIVE PANELS. FINAL QUANTITIES SHALL BE APPROVED BY DESIGNER AND OWNER PRIOR TO INSTALLATION.



11 LEVEL 3, NOC - RUNWAY LAYOUT
1/8"=1'-0"

10 LEVEL 3 MDF @ NOC - VOICE WALL FIELD ELEVATION
3/4"=1'-0"



3 LEVEL 3, NOC - LAYOUT
1/4"=1'-0"



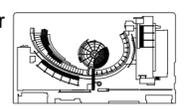
Owner
City of San Jose
801 North First Street
San Jose, California 95110

Technology Consultants
KCI/afure planning
628 Washington Street
San Francisco, CA 94111

Architect
Richard Meier & Partners
1001 Clay Avenue
Los Angeles, California 90024

02.13.04	Bulletin No. 17
12.18.02	Bulletin No. 1
10.15.02	75% CD Submittal
08.15.02	50% CD Submittal
02.28.02	VE Reconciliation Submittal
Rev	Date Issue

San Jose Civic Center
200 East Santa Clara Street
San Jose, California



Level 3
NOC
Layouts

DATE: 02.28.02
SCALE: AS NOTED
DRAWN BY: BJV
CHKD BY: DD

T3.3.3

Attachment H
San Jose New Civic Center Project
Department Move-In Schedule -- 4/8/04

Phase	Date	Dept. Name	Dept #	No. of Emp	Move From Bldg.	Move From Floor No	Move From Room Number	Move To Flr.
1	6/9	Information Technology	43	14	801 N. 1st Street	1	100	C-3 & 11
1	6/9	Information Technology	43	67	801 N. 1st Street	5	500	C-3 & 11
1	6/9	Information Technology	43	44	Embedded Employees	Various		C-3 & 11
1	6/9	General Services Warehouse, Receiving, Purchasing	59	1	City Hall (Mail Room)	1		1
1	6/9	General Services Facilities Mgt.	59	3	Senter Road City Hall (Maint)	3		Bsmt
1	6/9	General Services Warehouse, Receiving, Purchasing	59	2	Senter Road Warehouse	Warehse.		1
1 Total				131				
2	6/16	Department Of Transportation (DOT)	51	45	4 N. Second Street	B	Bsmt	Off-Site Garage
2	6/16	Department Of Transportation (DOT)	51	84	4 N. Second Street	10	1000	7 & 8
2	6/16	Department Of Transportation (DOT)	51	23	4 N. Second Street	12	1225	7 & 8
2	6/16	Department Of Transportation (DOT)	51	36	675 N. 1st Street	4	400	7 & 8
2 Total				188				
3	6/23	Public Works - Real Property Services	57	9	170 W. San Carlos (Old MLK)	1		5
3	6/23	Public Works - Parks & Recreation Facilities	57	45	170 W. San Carlos (Old MLK)	1 & 2		6
3	6/23	Public Works - Equality Assurance	57	12	170 W. San Carlos (Old MLK)	3		5
3	6/23	Public Works - Architectural Engineering	57	50	675 N. 1st Street	2 & 3		6
3	6/23	Public Works - Fire Safety Bond Program	57	1	675 N. 1st Street	2		5
3	6/23	Public Works - Police Safety Bond Program	57	1	675 N. 1st Street	2		5
3	6/23	Public Works - Branch Library Bond Program	57	3	675 N. 1st Street	3		5
3	6/23	Public Works - Branch Library Bond Program	57	1	675 N. 1st Street	3		6
3	6/23	Public Works - Civic Center Program Management	57	6	675 N. 1st Street	2		6
3	6/23	Public Works - Director's Office & Admin	57	31	801 N 1st. Street	3	320, 323, 330	5
3	6/23	Public Works - GIS/Infrastructure	57	16	801 N 1st. Street	3	350	5
3	6/23	Public Works - Transportation (T&DS)	57	35	801 N 1st. Street - Annex	3	300	7
3 Total				210				
4	6/30	Auditor	46	26	800 N 1st. Street	1 & 2		C-3
4	6/30	Housing	56	70	4 N. Second Street	13		12

Attachment H
San Jose New Civic Center Project
Department Move-In Schedule -- 4/8/04

Phase	Date	Dept. Name	Dept #	No. of Emp	Move From Bldg.	Move From Floor No	Move From Room Number	Move To Flr.
4	6/30	Environmental Services	76	60	777 N. 1st Street	3	West	10
							East	
4	6/30	Environmental Services	76	60	777 N. 1st Street	4		10
4 Total				216				
5	7/7	City Attorney	44	100	151 W. Mission	1	Lobby	15 & 16
5	7/7	City Attorney	44		151 W. Mission	1	N. Wing	15 & 16
5	7/7	City Attorney	44		151 W. Mission	1	S. Wing	15 & 16
5	7/7	City Attorney	44		151 W. Mission	1	109	15 & 16
5	7/7	City Attorney	44		151 W. Mission	1	130	15 & 16
5	7/7	City Attorney	44		151 W. Mission	1	140	15 & 16
5	7/7	City Attorney	44		151 W. Mission	2	Conf Rm	15 & 16
5	7/7	Parks, Recreation and Neighborhood Services - Community Facilities Development	64	22	170 W. San Carlos (Old MLK)	1		9
5	7/7	Parks, Recreation and Neighborhood Services	64	9	4 N. Second Street	5		9
5	7/7	Parks, Recreation and Neighborhood Services	64	81	4 N. Second Street	6		9
5	7/7	Parks, Recreation and Neighborhood Services	64	4	Leninger Center - Kelley Park			9
5 Total				216				
6	7/14	Mayor & City Council	40	0	801 N. 1st Street	5		17 & 18
6	7/14	Mayor & City Council	40	87	801 N. 1st Street	6		17 & 18
6	7/14	City Manager Office of Economic Development	41	12	60 S. Market	4	470	17
6	7/14	City Manager Office of Economic Development	41	4	60 S. Market	4	470	Temp. To 17 To 1 in 9th Phs
6	7/14	City Manager	41	5	675 N. 1st Street	6	675	16
6	7/14	City Manager	41	28	801 N. 1st Street	4	436	17
6	7/14	City Manager	41	4	801 N. 1st Street	4	440	16
6	7/14	City Manager	41	17	801 N. 1st Street	4	440	17

Attachment H
San Jose New Civic Center Project
Department Move-In Schedule -- 4/8/04

Phase	Date	Dept. Name	Dept #	No. of Emp	Move From Bldg.	Move From Floor No	Move From Room Number	Move To Flr.
6	7/14	City Manager QUEST	41	5	801 N. 1st Street	4	450	17
6	7/14	City Manager Civic Center TV	41	2	801 N. 1st Street	4	450	C2
6	7/14	City Manager - Call Center Mgr.	41	1	801 N. 1st Street	4	436	Temp. to Call Center in Old City Hall
6	7/14	City Manager - Employee Relations	41	10	801 N. 1st Street	4	458	C-2
6	7/14	City Clerk	45	13	801 N 1st. Street	1	116	C-2
6 Total				188				
7	7/21	Employee Services - Workman's Compensation	48	19	152 N. 3rd Street	9	904	C-2
7	7/21	Employee Services	48	45	801 N. 1st Street	2	207	C-2
7	7/21	Employee Services - Classrooms	48	0	801 N. 1st. Street	1	102C, 102D	C-2
7	7/21	Finance Debt, Risk Mgt., Admin & Accounting (3 employees)	49	20	801 N. 1st Street	1	110 & 115, 117	13
7	7/21	Finance Budget, Audit	49	25	801 N. 1st Street	1	140 & 142	13
7	7/21	Finance Payroll, Acct. Payable	49	19	801 N. 1st Street	1	140 & 142	4
7 Total				128				
8	8/4	City Attorney	44	10	50 W. San Fernando Street	11		15 & 16
8	8/4	Redevelopment Agency	75	62	50 W. San Fernando Street	11		13 & 14
8	8/4	Redevelopment Agency	75	62	50 W. San Fernando Street	9		13 & 14
8 Total				134				
9	8/11	Finance Treasury	49	4	801 N. 1st Street	2	217 & 227	1
9	8/11	Finance Treasury	49	13	801 N. 1st Street	2	217 & 227	13
9	8/11	Finance Treasury	49	23	801 N. 1st Street	2	217 & 227	4
9	8/11	Department Of Transportation (DOT)	51	1	4 N. Second Street	TBD		1

Attachment H
San Jose New Civic Center Project
Department Move-In Schedule -- 4/8/04

Phase	Date	Dept. Name	Dept #	No. of Emp	Move From Bldg.	Move From Floor No	Move From Room Number	Move To Flr.
9	8/11	Fire Prevention	54	1	170 W. San Carlos (Old MLK)	2		13
9	8/11	Fire Prevention	54	3	170 W. San Carlos (Old MLK)	2		1
9	8/11	Fire Prevention	54	29	170 W. San Carlos (Old MLK)	2		2
9	8/11	Fire Prevention	54	12	170 W. San Carlos (Old MLK)	2		3
9	8/11	Fire Prevention	54	6	170 W. San Carlos (Old MLK)	1		4
9	8/11	Fire Prevention	54	12	801 N. 1st Street	2	200	2
9	8/11	Public Works - Development Services (T&DS)	57	7	801 N 1st. Street	3	308, 340	2
9	8/11	Planning, Building and Code Enforcement	58	3	801 N. 1st Street	1	102A	2
9	8/11	Planning, Building and Code Enforcement (Imaging)	58	8	801 N. 1st Street	1	102B	4
9	8/11	Planning, Building and Code Enforcement	58	26	801 N. 1st Street	2	200	1
9	8/11	Planning, Building and Code Enforcement	58	37	801 N. 1st Street	2	200	2
9	8/11	Planning, Building and Code Enforcement	58	2	801 N. 1st Street	2	200	3
9	8/11	Planning, Building and Code Enforcement	58	9	801 N. 1st Street	2	200	4
9	8/11	Planning, Building and Code Enforcement	58	9	801 N. 1st Street	2	300	2
9	8/11	Planning, Building and Code Enforcement	58	7	801 N. 1st Street	4	400	3
9	8/11	Planning, Building and Code Enforcement	58	1	801 N. 1st Street	4	400	4
9	8/11	City Manager	41	4	New Civic Center	17		1
9 Total				217				
10	8/18	City Manager - Call Center	41	14	801 N. 1st Street	1	Lobby	1, 4
10	8/18	Finance Treasury	49	1	777 N. 1st Street	Mezz.	150	13
10	8/18	Finance Treasury	49	9	777 N. 1st Street	Mezz.	150	4
10	8/18	Public Works - Development Services (T&DS)	57	34	801 N 1st. Street	3	308, 340	3
10	8/18	Planning, Building and Code Enforcement	58	87	801 N. 1st Street	4	400	3
10	8/18	General Services Cafeteria	59	0	City Hall	1		
10	8/18	General Services One Start	59	0	City Hall	1	104	1
10	8/18	Environmental Services Call Center & Recycle Plus	76	17	777 N. 1st Street	1		1, 4
10 Total				162				

Attachment I Acronyms

ACL – Access Control List
COSJ – City of San Jose
DAS – Direct Attached Storage
Dual-NICs – Dual Network Interface Cards
EPP – Environmentally Preferable Purchasing
GB – Gigabyte
GHz – Gigahertz (one billion cycles per second)
HD – Hard Disk (or Drive)
HSM – Hierarchical Storage Management System
IT – Information Technology
MS – Microsoft
NAS – Network Attached Storage
NCH – New City Hall
NOC – Network Operations Center
OS – Operating System
RAID – Redundant Array of Independent Disks
RAM – Random Access Memory
RFP – Request for Proposal
SAN – Storage Area Network
SCSI – Small Computer System Interface
SLA – Service Level Agreement
SNMP – Simple Network Management Protocol
SRM – Storage Resource Management
TB – Terabyte

**Attachment J
Server Storage Consolidation Matrix**

Consider for Storage Consolidation ONLY

Dept	AssetName	Make	Model	CPU	Total Storage	Total Storage in Use	RAM	OS	ServerType
SOLARIS	C130A	Sun Microsystems	E4500	8 @ 450 Mhz	1,400.00	812.00	8 GB	Solaris 8	Database Server
NOC	C130B	Sun Microsystems	E4500	8 @ 450 Mhz	477.00	128.00	8 GB	Solaris 8	Database Server
NOC	C5A	Sun Microsystems	Sunfire V880	4 @ 900 MHz	400.00	200.00	8 GB	Solaris 8	Database Server
NOC	C5B	Sun Microsystems	Sunfire V880	4 @ 750 MHz	400.00	200.00	8 GB	Solaris 8	Database Server
NOC	F16A	Sun Microsystems	Sunfire V100	1 @ 500 MHz	35.00		N/A	Solaris 8	Application/Web Server
NOC	F16B	Sun Microsystems	Sunfire V100	1 @ 500 MHz	35.00		N/A	Solaris 8	Application/Web Server
NOC	HORNET	Sun Microsystems	Ultra 450	2 @ 450 Mhz	22.00	6.00	256 MB	Solaris 8	App Server
NOC	NS1	Sun Microsystems	Sunfire V100	1 @ 500 Mhz	N/A	N/A	2 GB	Solaris 8	DNS
NOC	NS2	Sun Microsystems	Sunfire V100	1 @ 500 Mhz	60.00	2.00	2 GB	Solaris 8	DNS
NOC	ORION	Sun Microsystems	Ultra 450	2 @ 450 Mhz	22.00	5.00	256 MB	Solaris 8	App/Web Server
NOC	P51A	Sun Microsystems	420	4 @ 450 Mhz	88.00	16.00	4 GB	Solaris 8	App/Web Server
NOC	P51B	Sun Microsystems	420	4 @ 450 Mhz	88.00	16.00	4 GB	Solaris 8	App Server
NOC	P51C	Sun Microsystems	420	4 @ 450 Mhz	88.00	16.00	4 GB	Solaris 8	App/Web Server
NOC	P51E	Sun Microsystems	420	4 @ 450 Mhz	88.00	24.00	4 GB	Solaris 8	App/Web/Report Server
NOC	SUN-ADMIN	Sun Microsystems	Ultra 5/10	1 @ 400 Mhz	18.00	9.00	256 MB	Solaris 8	Management Console
NOC	SUN-ADMIN2	Sun Microsystems	Ultra 5/10	1 @ 400 Mhz	18.00	7.00	256 MB	Solaris 8	Management Console
NOC	X15A	Sun Microsystems	Netra	1 @ 450 Mhz	18.00	2.00	1 GB	Solaris 8	Syslog Server
NOC	X15B	Sun Microsystems	420	4 @ 450 Mhz	88.00	8.00	4 GB	Solaris 8	App Server
NOC	X1A	Sun Microsystems	420	4 @ 450 Mhz	235.00	126.00	4 GB	Solaris 8	Database Server
NOC	X1B	Sun Microsystems	420	4 @ 450 Mhz	235.00	126.00	4 GB	Solaris 8	Database Server
NOC	B17A	Sun Microsystems	Sunfire 440	2 @ 1.2 Ghz	400.00	200.00	4 GB	Solaris 8	Database Server
NOC	B17B	Sun Microsystems	Sunfire 440	2 @ 1.2 Ghz	400.00	200.00	4GB	Solaris 8	Database Server
OMLK	C5DEV	Sun Microsystems	Sunfire 440	4 @ 1.2 Ghz	477.00	250.00	8GB	Solaris 8	Database Server
OMLK	C103PS	Sun Microsystems	Sunfire 440	4 @ 1.2 Ghz	700.00	600.00	8GB	Solaris 8	Database Server
OMLK	C130FMS	Sun Microsystems	Sunfire 440	4 @1.2 Ghz	700.00	300.00	8GB	Solaris 8	Database Server

* C130PS and C130FMS currently reside on an EMC Clarion CX300 array

**Attachment J
Server Storage Consolidation Matrix**

PredominateUse	AppsInstalled (include version)	Category of Data (High, Medium, Low)	To be used by staff at the New Civic Center (Y or N)	To be used by staff outside of the New Civic Center (Y or N)	Server - Consolidate (C), Consider for Consolidation (CC), Stand-Alone (S),	Consolidate (C), Consider for Consolidation (CC), Stand-Alone (S),
HR/Payroll Server	Oracle8.1.7.4,NetBackup, SUN HA 3.0, Instant Image				S	CC
Current FMS Upgrade test and Development DB	Oracle8.1.7.4,SUN HA 3.0, Instant Image				S	CC
Internet Database Server	IDTS, Amanda, Oracle, Veritas, call center				S	CC
Internet Database Server	Misc. prod and dev databases; failover for C5A				S	CC
Web/App Server	None, not in use at this time				S	CC
Web/App Server	None, not in use currently				S	CC
List Server, OED/SVWIB Mail Server	LYRIS, CommuniGate Pro, DNS Server				S	CC
DNS	Named (Solaris DNS Service)				S	CC
DNS	Named (Solaris DNS service)				S	CC
Call Center Server	Not in Service				S	CC
Web/App Server	Peoplesoft, Weblogic				S	CC
Web/App Server	Peoplesoft, Weblogic				S	CC
Web/App Server	Peoplesoft, Weblogic				S	CC
Report Server	Peoplesoft, Weblogic				S	CC
Sun/Solaris System Admin	CCP, Apache				S	CC
Sun/Solaris System Admin	Sun Management Center, Apache				S	CC
Syslog Server	Solaris Syslog				S	CC
App Server	Peoplesoft				S	CC
Call Center Database Server	Oracle Enterprise Manager, Testing				S	CC
Citywide Business App Server	Datawarehouse, htmlldb				S	CC
Time Card Front End DB	TCFE					
Time Card Front End DB	TCFE					
Development for IDTS DB	IDTS DB Development					
People Soft DB Development	Oracle, Peoplesoft					
Cayenta Financials DB Development	Oracle, Cayenta Financials					