Request for Proposal

Silicon Valley Regional Interoperability Authority

Network Operation Center and Maintenance Services

April 14, 2017
Table of Contents

INTRODUCTION ........................................................................................................................................... 3
OPENING INSTRUCTIONS .............................................................................................................................. 4
RFP SCHEDULE OF EVENTS AND DATES .................................................................................................... 5
RESPONSE REQUIREMENTS ......................................................................................................................... 5
EVALUATION PROCESS ............................................................................................................................... 6
FURTHER PROCEEDINGS .............................................................................................................................. 6
OVERVIEW .................................................................................................................................................. 8
NETWORK DESIGN ...................................................................................................................................... 9
NETWORK COMPONENTS ............................................................................................................................. 10
FIELD SERVICE DETAILS ........................................................................................................................... 10
NETWORK OPERATION CENTER SERVICES ................................................................................................. 11
PROVISIONING AND CONFIGURATION MANAGEMENT ............................................................................... 13
NOC AND FIELD RESPONSE PRICING ...................................................................................................... 13
ADDED VALUE ........................................................................................................................................... 13
EXHIBIT A: SAMPLE AGREEMENT ............................................................................................................ 14
EXHIBIT B: INSURANCE REQUIREMENTS .................................................................................................. 21
Introduction

This Request for Proposals (RFP) is issued by the Silicon Valley Regional Interoperability Authority (SVRIA) in order to receive proposals from respondents (Respondents) who are willing and able to provide the Monitoring and Maintenance of the ECOMM Microwave System in accordance with the requirements of this RFP and who are willing to work with the SVRIA, its Member and Partner Agencies and Local Technical Staff on network operation center services and system maintenance. The SVRIA specifically reserve the right to reject any and all Proposals, at any time and for any reason or no reason, the acceptance of any Proposal and the decision to continue with the award of a Services Agreement is at the sole discretion of the SVRIA through its Working Committee, and Board of Directors.

As further described in this RFP, the SVRIA, its Member and Partner Agencies and any advisors will not be responsible for any costs incurred by any Respondent in preparing and submitting its Proposal or otherwise in respect of responding to this RFP.
Opening Instructions

Carefully read the information contained in this RFP and submit a complete response to all requirements, specifications, and questions to SVRIA as directed herein. The address of the Silicon Valley Regional Interoperability Authority is as follows:

Silicon Valley Regional Interoperability Authority
Attn: Heather Tannehill-Plamondon, Executive Director
601 El Camino Real
Santa Clara, CA 95050
Phone: 408-615-5571

Contact for this RFP:

Heather Tannehill-Plamondon
Executive Director, SVRIA
408-615-5571
hplamondon@svria.org

Questions and Inquiries

Respondents who have questions about the RFP should e-mail such questions to the above-named Contact for this RFP (herein Contact) by the dates noted in the RFP schedule in Table 1.

Every effort will be made to post all questions and answers within 3-5 working days via distribution emails.

Responses to questions which involve an interpretation or change to this RFP will be issued in writing by addendum and e-mailed to all parties recorded by SVRIA as having received a copy of the RFP and having elected to proceed with responding to the RFP.

It is the responsibility of the Respondent to ensure SVRIA has the correct contact information. All addenda issued prior to the time that proposals are received shall be considered part of the RFP. Only additional information provided by formal written addenda shall be binding. Anyone receiving a copy of this RFP other than directly from SVRIA is responsible for notifying the Contact that they are in receipt of an RFP package and for providing a name, address and e-mail in the event an addendum is issued.
All materials submitted in response to this RFP will, upon receipt, become the sole property of SVRIA and may become a part of any contract relating to the ECOMM Network regardless of whether submitted by the contracting party. The Respondent, by acceptance of this RFP agrees that any cost incurred in responding to this RFP, or in support of activities associated with this RFP, any response whether or not resulting in a Proposal, and any efforts of the Respondent, whether or not at the request of SVRIA in connection with the transactions contemplated by this RFP, in the absence of an express written contract approved by the Working Committee and the Board, shall be borne solely by the Respondent and cannot be billed to SVRIA. SVRIA will incur no obligation or liability whatsoever to anyone by reason of issuance of this RFP, or action by anyone relative thereto.

RFP Schedule of Events and Dates

All events and dates are subject to change. SVRIA will give reasonable notice of changes via email and notification to those continuing in the RFP process.

<table>
<thead>
<tr>
<th>RFP Event</th>
<th>Projected Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>April 14, 2017</td>
</tr>
<tr>
<td>Intent to Respond Notification; All Questions Submitted</td>
<td>April 19, 2017</td>
</tr>
<tr>
<td>SVRIA-Issued Responses to All Respondent Questions</td>
<td>April 24, 2017</td>
</tr>
<tr>
<td>Proposals Submitted to SVRIA</td>
<td>May 2, 2017</td>
</tr>
<tr>
<td>Proposal Review Begins</td>
<td>May 8, 2017</td>
</tr>
<tr>
<td>Proposal Selection</td>
<td>May 18, 2017</td>
</tr>
<tr>
<td>Board Recommendation</td>
<td>May 25, 2017</td>
</tr>
</tbody>
</table>

Table 1 - RFP Events and Dates

Response Requirements

Time for Submission
The closing date and time for submitting a Proposal as noted in the RFP Schedule will be May 2, 2017 at 5pm. Any responses received after that time on that closing date will not be accepted.

Response Submissions and Opening
Proposals submitted in response to this RFP must be submitted via email only which includes a read receipt. It is the sole responsibility of the Respondents to ensure that their responses arrive in a timely manner.
Evaluation Process

The SVRIA will review the accepted Proposals based on the evaluation criteria listed below and the value to SVRIA. SVRIA reserves the right, at any time and for any reason or no reason, to reject any and all Proposals.

The SVRIA will entertain proposals from Service Providers for either NOC services or Field Services or both. The SVRIA will evaluate the NOC Services and the Field Services separately in the event there is a proposal for only one element. If a Respondent provides a bid for both Services there will be a separate score for each, with a possible 100 points. The total points will be considered separately for each service.

Evaluation Criteria NOC

Understanding of Scope of Work 25 Points
Experience 25 Points
Network Operation Center Capability 25 Points
Price 25 Points

Total 100 Points

Evaluation Criteria Field Services

Understanding of Scope of Work 25 Points
Experience 25 Points
Field Services (Maintenance) Offering and Capability 25 Points
Price 25 Points

Total 100 Points

Further Proceedings

The option of whether or not to initiate negotiations rests solely with the SVRIA and the Working Committee and Board. If those groups elect to initiate contract negotiations, these negotiations can involve changes in the requirements or the Respondent’s Proposal which could, by their nature, affect the basis of selection. The Respondent will remain responsible for all expenses during any contract negotiations.

Final negotiations, terms and acceptance, if any, of all or any portion of any Respondent’s Proposal will be in the sole and absolute discretion of the Working Committee and Board of Directors. They
reserve the right to reject any and all Proposals at any time and for any reason or no reason, and to reject or accept any Proposal in whole or in part.

The schedule is not and will not be fixed. The SVRIA intends to proceed with reasonable speed throughout the process. In the event that more than one Proposal is found worthy of consideration, in whole or in part, and acceptance of one Proposal, in part, would not impede or affect the consideration of another response, the SVRIA will seek to move forward with each response as quickly as reasonable.

At any time, the SVRIA may choose to continue discussions or negotiations with a particular Respondent, terminate discussions or negotiations with a particular Respondent while continuing discussions or negotiations with other Respondents or conclude discussions or negotiations with all Respondents.

The SVRIA also reserves the right, at any time and from time to time, to:

1. Request clarification or additional information from any Respondent.
2. Waive immaterial defects or minor irregularities in responses.
3. Modify, remove, or add requirements to the RFP and suspend or re-open the RFP process.
4. Separate services and service delivery areas in the County, and consider Proposals by different Respondents to provide different services to ECOMM users or provide services in different service delivery areas, on a nondiscriminatory basis.
5. Reject any or all responses and terminate the RFP. As noted, costs incurred by any Respondents in the preparation of the response to this RFP are the Respondent’s responsibility, and will not, under any circumstances, be reimbursed by the SVRIA.
6. CANCELLATION – The SVRIA reserves the right to cancel further proceedings pursuant to this RFP for any reason. In no event shall the SVRIA have any liability for such cancellation.

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Overview

The SVRIA is seeking a Respondent or Respondents who have extensive capabilities in the monitoring and operations of a Microwave network from real time 24x7 alert and proactive procedures through backbone engineering and provisioning of customer applications.

The remainder of this document outlines technical requirements necessary for a potential provider to submit a proposal for providing monitoring and field response services. A respondent can submit documents supporting their proposed solution(s) for either sections, Network Operations Center or Field Services; if a respondent provides a proposal for both, please ensure the costs are broken out accordingly. The SVRIA reserves the right to award multiple contracts or a single contract for both services, if necessary, depending on the respondent capabilities.
Network Component Details

SVRIA ECOMM  
Supporting 41 Sites

<table>
<thead>
<tr>
<th>Qty</th>
<th>Equipment Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>96</td>
<td>TRuepoint 5200</td>
</tr>
<tr>
<td>68</td>
<td>Eclipse (IRU600)</td>
</tr>
<tr>
<td>37</td>
<td>Cisco Adaptive Security Appliances (ASA 5540, 5510, 5520)</td>
</tr>
<tr>
<td>2</td>
<td>Cisco Router 3750</td>
</tr>
<tr>
<td>16</td>
<td>Cisco 15310 OC-3 SONET Mux (ONS)</td>
</tr>
<tr>
<td>18</td>
<td>Cisco 3560 POE Switches for VoIP Network</td>
</tr>
<tr>
<td>23</td>
<td>Cisco ASR-903 Routers</td>
</tr>
<tr>
<td>44</td>
<td>Zhone IMACS Channel Banks (excluding Motorola Simulcast Equipment)</td>
</tr>
<tr>
<td>39</td>
<td>Chargers</td>
</tr>
<tr>
<td>35</td>
<td>TRAK GPS</td>
</tr>
<tr>
<td>41</td>
<td>Juniper Switches</td>
</tr>
<tr>
<td>40</td>
<td>Dehydrators</td>
</tr>
<tr>
<td>81</td>
<td>Andrew Waveguides &amp; Antenna Systems</td>
</tr>
<tr>
<td>1</td>
<td>ProVision</td>
</tr>
</tbody>
</table>

Field Services – What is Needed

- Emergency Onsite Corrective Maintenance
- 4 Hour SLA for critical alarms (ground based equipment)
- Preventive Maintenance (PM), Annual Visit
- Tower Climbing to be addressed as a line item (minimum of 6 climbs to be included in the agreement, if not used for critical need, to be used for PM)

a) How many Field Technicians do you employ?

b) How many Field Technicians do you have available after hours and on weekends?
c) Do your Field Technicians have personal history checks to include Criminal History and Drug Screenings?

d) Are your Field Technicians provided with off road capable vehicles for transportation up to various sites?

e) Where are your Field Technicians based geographically?

f) What are the Field Technicians response times?

Network Operation Center Services

Monitoring System

a) How many people are in your NOC?

b) How many people support your NOC after-hours, weekends and holidays?

c) How many customers are monitored by your NOC?

e) Discuss the workflow system and how it applies to a customer incident.

f) Explain the security measures employed by your NOC.

g) Describe your problem management system.

h) Detail your on-boarding process for new customers.

i) Discuss the capability and interface related to your customer portal.
Services Checklist – Network Monitoring and Problem Management

Below is a list of general services that are needed in monitoring the ECOMM Network. Next to each service, answer “included” or “omitted” as to whether this service is part of your monthly pricing.

<table>
<thead>
<tr>
<th>Service</th>
<th>Answer (Included or Omitted)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem monitoring and management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Threshold monitoring for network conditions and proactive alarm generation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Problem detection, isolation, dispatch and resolution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Router (switch) access security management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capacity management and utilization reports upon request</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inventory database of all managed elements including device configurations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incident records and reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trouble ticket generation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering dispatch services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarterly capacity reporting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Network Monitoring and Problem Management
Provisioning

As part of the Network Management, SVRIA seeks a partner to assist with proactive Bandwidth Management. Should a Member or Partner Agency want to utilize the ECOMM network, SVRIA will seek Bandwidth Management oversight from the provider.

Device Configuration Management

The Respondent will record, maintain and implement all variable configuration parameter details and operating configuration files of every device comprising the ECOMM network infrastructure that is within the control domain. The Respondent will routinely and periodically review actual configuration settings of those devices under its control, confirm the validity of those settings and investigate and resolve configuration discrepancies identified in that process.

Asset Data Management

Describe your process for inventoring and managing network assets. Include in your discussion the initial inventory process and change management process for adding assets to the ECOMM Network. Also include software management and version and revision control.

Added Value

This section asks the Respondent to provide any value add services that the Respondent can apply to the ECOMM Network. This may include life cycle management and or replacement planning.

Be as specific as possible.

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Exhibit A
AGREEMENT FOR MAINTENANCE SERVICES BETWEEN THE
SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY
AND VENDOR
FOR THE ECOMM DIGITAL MICROWAVE SYSTEM

This AGREEMENT is made and entered into this day of June 2016, by and between the SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY, a joint powers authority ("AUTHORITY"), and VENDOR qualified to conduct business in the State of California ("VENDOR" or "VENDOR NETWORKS").

RE bâtals
The following recitals are a substantive portion of this Agreement:

1. WHEREAS, the AUTHORITY operates the Emergency Communications ("ECOMM") Digital Microwave System;

2. WHEREAS, the AUTHORITY desires to obtain VENDOR services to maintain the hardware and software comprising the existing ECOMM Digital Microwave System to protect, monitor and optimize the ECOMM Digital Microwave System and obtain Managed Network Services to protect, monitor and optimize the ECOMM Digital Microwave System on an ongoing basis in accordance EXHIBIT A hereto;

3. WHEREAS, VENDOR has the necessary professional expertise and skill to perform such services; and

NOW, THEREFORE, the purpose of this AGREEMENT is to retain VENDOR to perform those services specified in SECTION 1 of this AGREEMENT.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

VENDOR shall perform those services specified in detail in EXHIBIT A attached hereto and incorporated herein. In the event any ambiguity or inconsistency is found to arise by reading the terms set forth in this AGREEMENT in conjunction with the terms of EXHIBIT A, the provisions of this AGREEMENT shall govern.

SECTION 2. TERM OF AGREEMENT.

A. The term of this AGREEMENT shall be from July 1, 2017 through June 30, 2018 ("Initial Term") subject to the provisions of Section 13 of this AGREEMENT.

B. The AUTHORITY, at the AUTHORITY's sole option, may extend the term of this AGREEMENT for two (2) one-year extension periods ("Option").
C. The AUTHORITY may exercise the Option(s) by written notice of extension of this AGREEMENT by June 25th of the current contract year. In the event that the AUTHORITY exercises its Option(s) to extend the term, this AGREEMENT shall be extended through June 30, 2019, for the first Option and through June 30, 2020 for the second Option, both subject to the provisions of SECTION 13.

D. The AUTHORITY’s exercise of an Option is not a waiver of the "time is of the essence" provision in Section 3.

SECTION 3. SCHEDULE OF PERFORMANCE.

Services provided by VENDOR shall be completed according to the schedule set out in Section 4 of EXHIBIT A. Time is of the essence in the performance of this AGREEMENT.

SECTION 4. COMPENSATION.

A. The compensation paid to VENDOR during the Initial Term of this AGREEMENT, including payment for services, supplies, materials, transportation and equipment provided by VENDOR, if any, shall not exceed XXXX. VENDOR will invoice quarterly with the following invoicing schedule: June 30, late September, late December and late March.

B. Thereafter, if the AUTHORITY exercises an Option to extend the Initial Term as set forth in SECTION 2 of this AGREEMENT, the AUTHORITY and VENDOR will, prior to the exercise of such Option, review the scope of services relative to the then existing ECOMM Digital Microwave System. Changes in scope of services, if any, will be documented in each Option amendment. The amount of compensation, whether unchanged or changed as the result of a change in the scope of services or otherwise, will be agreed upon and reflected in Section 4 of each Option amendment.

C. The AUTHORITY’s funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Accordingly, the parties agree that regardless of notice sent to VENDOR, the exercise of the Option period is contingent upon appropriation of funds by the AUTHORITY.

D. All payments are to be made Net 30 from date of invoice received.

SECTION 5. METHOD OF PAYMENT.

Upon execution of this AGREEMENT, VENDOR may submit a statement of services and invoice to the AUTHORITY for the Initial Term as per Section 4.A, above. In the event that AUTHORITY exercises a renewal Option as described in Section 2.C, above, VENDOR may submit a statement of services and invoice to the AUTHORITY for the amount agreed upon in accordance with Section 4.B, above. Such statement of services and invoice shall be sent to the address contained in Section 20, below.

SECTION 6. INDEPENDENT CONTRACTOR.
Except as provided for in this Agreement, it is understood and agreed that VENDOR, in the performance of the work and services agreed to be performed by VENDOR, shall act as and be an independent contractor and not an agent or employee of the AUTHORITY; and as an independent contractor, VENDOR shall obtain no rights to retirement benefits or other benefits which accrue to the AUTHORITY’s employees, and VENDOR hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of VENDOR are material considerations for this AGREEMENT. VENDOR shall not assign or transfer any interest in this AGREEMENT nor the performance of any of VENDOR’s obligations hereunder, without the prior written consent of the AUTHORITY. Any attempt by VENDOR to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. SUBCONTRACTOR AND PERSONNEL PRE-APPROVAL FOR ACCESS
A. Notwithstanding Section 7 above, should VENDOR need to use a subcontractor in performing the work under this AGREEMENT prior written approval by the Executive Director (“Director”) will be required. If a subcontractor does not have prior written approval they will require an escort provided by the site owner and a fee may be charged back to VENDOR for actual costs incurred by AUTHORITY associated with local technician escort if required by site owner. The fee will not be applicable if the AUTHORITY chooses to provide a local technician escort for any reason to an approved VENDOR employee or subcontractor. The fee will reflect the actual cost paid by AUTHORITY, be consistent with the posted contract rate charged by the County or Cities to the AUTHORITY.
B. Subcontractor must obtain relevant security clearance based upon the site assignment. This clearance will be coordinated with the AUTHORITY and any cost for the clearance may be charged back to VENDOR for actual costs incurred. Subcontractor will not be approved by the Executive Director without the Security Clearance.
C. VENDOR acknowledges that there are four (4) Sites that must be serviced by an VENDOR Employee as the Site Owners will not permit Subcontractors to access the sites due to the secure nature. These sites are San Jose City Hall, The City of San Jose Police Department South Sub-Station, The City of San Jose Airport and the City of San Jose Police Administration/Communications Building.

SECTION 9. INDEMNIFICATION.

VENDOR shall defend, indemnify and hold harmless the AUTHORITY, its subcontractors, officers, employees and agents against any claim, loss or damages to the extent arising out of or resulting in any way from services performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by VENDOR's subcontractors, officers, employees or agents. VENDOR's obligations to indemnify and hold harmless exclude only such claim, loss or liability that is due to the sole negligence or willful misconduct of the AUTHORITY, its officers and employees. The acceptance of said services and duties by the AUTHORITY shall not operate as a waiver of such right of indemnification. All of VENDOR's obligations under this Section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this AGREEMENT.
SECTION 10. INSURANCE REQUIREMENTS.

VENDOR agrees to have and maintain the policies set forth in EXHIBIT B, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director or the Director's authorized designee, if any, ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. VENDOR agrees to provide the AUTHORITY with a copy of these policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

VENDOR shall not discriminate, in any way, against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 12. CONFLICT OF INTEREST.

VENDOR shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this AGREEMENT. VENDOR shall disclose any conflict of interest, or potential conflict of interest, which exists or arises at any time during the term of this AGREEMENT. The AUTHORITY shall have the right to treat any violation of this Section as a material breach of this AGREEMENT, and shall have the right to terminate the AGREEMENT and pursue any and all legal or equitable remedies for said breach of this AGREEMENT.

SECTION 13. TERMINATION.

A. The AUTHORITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than ninety (90) days written notice of termination.

B. If VENDOR fails to perform any of material obligations under this AGREEMENT, in addition to all other remedies provided by law, the AUTHORITY may terminate this AGREEMENT by providing VENDOR written notice of any breach of the AGREEMENT and allowing VENDOR a period of 15 day following its receipt of such notice to cure. VENDOR must cure to the satisfaction of the AUTHORITY any such breach and refund charges for the period between the notice and the completion of the cure. In the event of a breach that, in the judgment of the AUTHORITY, materially affects the safety of the public, or the security or integrity of the network, the AUTHORITY is under no obligation to allow such cure period and the AGREEMENT may be terminated immediately.

C. The Director is empowered to terminate this AGREEMENT on behalf of the AUTHORITY.

D. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, the AUTHORITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business
on the last day of the fiscal year for which funding has been appropriated.

E. In the event of termination, VENDOR shall deliver to the AUTHORITY copies of all reports, documents, and other work performed by VENDOR under this AGREEMENT, and upon receipt thereof, the AUTHORITY shall pay VENDOR for services performed and other direct costs allowed and incurred to the date of termination.

SECTION 14. GOVERNING LAW.

The AUTHORITY and VENDOR agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 15. COMPLIANCE WITH LAWS.

VENDOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

SECTION 16. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for VENDOR in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by the AUTHORITY or as required by law or for performance of the services herein.

SECTION 17. OWNERSHIP OF MATERIALS.

A. All reports, documents, electronic equivalents or other materials developed or discovered by VENDOR or any other person engaged directly or indirectly by VENDOR to perform the services required hereunder shall be and remain the property of the AUTHORITY without restriction or limitation upon their use.

B. VENDOR shall not be responsible for damages or liabilities arising out of subsequent changes to or uses of any reports, documents, plans, specifications or other materials developed by VENDOR when such subsequent change or subsequent use is not authorized or approved by VENDOR, except to the extent VENDOR's services caused the damages or liabilities arising from said unauthorized change or use.

C. VENDOR shall have the right to use copies, excerpts or images of reports, documents or other materials developed or discovered by VENDOR during the performance of this AGREEMENT in VENDOR's marketing materials subject to the prior written approval by the AUTHORITY.

SECTION 18. WAIVER.

VENDOR agrees that waiver by the AUTHORITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the AUTHORITY of the performance of any work or services by VENDOR shall not be deemed to be a waiver of any term or
condition of this AGREEMENT.

SECTION 19. VENDOR'S BOOKS AND RECORDS.

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

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

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to the AUTHORITY, at any time during regular business hours, upon written request by the Director, the AUTHORITY’s Treasurer or the AUTHORITY’s Auditor or a designated representative of any of these officers. Copies of such documents shall be provided to the AUTHORITY for inspection at the AUTHORITY’s address indicated for receipt of notices in this AGREEMENT unless an alternative location is mutually agreed upon.

D. Where the AUTHORITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of VENDOR’s business, the AUTHORITY may, by written request by any of the above-named officers, require that custody of the records be given to the AUTHORITY and that the records and documents be maintained in the AUTHORITY’s address indicated for receipt of notices in this AGREEMENT. Access to such records and documents shall be granted to any party authorized by VENDOR, the VENDOR’s representatives, or VENDOR’s successor-in-interest.

SECTION 20. NOTICES.

All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be deemed effective on the date personally delivered by U.S. Postal Express or other messenger or delivery service, or, if deposited in the United States mail postage prepaid, or deposited as U.S. certified mail-return receipt requested, three (3) days after deposit in the mail, addressed as follow:

To the AUTHORITY: SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY
Attn: Executive Director
601 El Camino Real
Santa Clara, California 95050
408-615-5571 Phone

To VENDOR:
or to such other address as any party may designate by notice in accordance with this Section.
SECTION 22.     VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in a State court in the County of Santa Clara.

SECTION 23.     PRIOR AGREEMENTS AND AMENDMENTS.

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

SECTION 24.     SEVERABILITY.

If any term, covenant, condition or provision of this AGREEMENT, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this AGREEMENT, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 25.     REPRESENTATION OF AUTHORITY TO CONTRACT

The person executing this AGREEMENT on behalf of VENDOR does hereby represent and warrant that VENDOR is a duly authorized and existing Delaware corporation, that VENDOR is and shall remain during the term of this AGREEMENT qualified to do business in the State of California pursuant to California Corporations Code Section 2105, that VENDOR has full right, power and authority to enter into this AGREEMENT and to carry out all actions contemplated by this AGREEMENT, that the execution and delivery of this AGREEMENT were duly authorized by proper action of VENDOR and no consent, authorization or approval of any person is necessary in connection with such execution, delivery and performance of this AGREEMENT except as have been obtained and are in full force and effect, and that this AGREEMENT constitutes the valid, binding and enforceable obligation of VENDOR. Upon the AUTHORITY's request, VENDOR shall provide the AUTHORITY with evidence reasonably satisfactory to the AUTHORITY confirming the foregoing representations and warranties.
Exhibit B
Insurance Requirements

VENDOR shall procure and maintain the following insurance coverage for the duration of the AGREEMENT in connection with work performed by VENDOR, its agents, representatives, employees or subcontractors at its sole cost and expense.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001, including products and completed operations; and

2. Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and endorsement CA 0025. Coverage shall also to include Code 8 "hired autos" and Code 9 "non-owned" 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

VENDOR shall maintain limits no less than:

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

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers’ Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident.

C. Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the AUTHORITY.
1. **Other Provisions**

Vendor’s policies are to contain, or be endorsed to contain, the following provisions:

2. **General Liability and Automobile Liability Coverage**

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

   b. Vendor's insurance coverage, when it applies per this contract, shall be primary insurance as respects the AUTHORITY, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the AUTHORITY, its officials, employees, agents or contractors shall be excess of Vendor's insurance and shall not contribute with it.

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

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

2. **All Coverage**

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

E. **Acceptability of Insurers**

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

F. **Verification of Coverage**

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

G. **Subcontractors**

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