

REQUEST FOR PROPOSAL

for

**Geospatial Security Mapping System
(GSMS)**

Maintenance and Support

RFP No. 15-16/18



PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 15-16/18 Geospatial Security Mapping System (GSMS) Maintenance and Support

The Port of Oakland (the "Port"), Oakland, California, through the Purchasing Department, is hereby soliciting competitive proposals for the above-mentioned project. The successful Respondent will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

Proposal Information

Proposal Title	Geospatial Security Mapping System (GSMS) Maintenance and Support
Proposal Type	Service
Proposal Number	15-16/18
Proposal Issued	April 28, 2016
Department Requesting Services	Maritime
Pre-proposal Meeting	None
Scheduled Publication Date	April 29, 2016
Proposal Due Date	Friday, May 27, 2016 until 11:00 a.m.

Instructions for Submitting Proposals

Submittal Address	Port of Oakland Purchasing Department Attn: Rebecca Gibson 530 Water Street Oakland, CA 94607
Submittal Copies	One (1) Original copy clearly marked "Original" and four (4) Copies marked "Copy".
Submittal Envelope Requirements	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none">• Proposal Number• Name of Your Company• Address• Phone Number
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the Respondent.

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Location	Address
Physical	Port of Oakland--Purchasing Department 530 Water Street, Oakland, CA 94607 Monday through Friday 9:00 AM to 4:00 PM (510) 627-1526
Website	http://www.portofoakland.com/opportunities/bidsrfpsrfqs.aspx Or navigate to the Port of Oakland's main website at: http://www.portofoakland.com/ , then click on "Business" then on "Bids/RFPs" to download the RFP.

Questions about the Proposal

Questions and/or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

Primary Contact	Rebecca Gibson Fax: (510) 893-2812 Email: rgibson@portoakland.com
Question/RFI Due Date	May 6, 2016 until 4:00 p.m. Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	May 13, 2016 All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective proposers and placed on the Port's website. Proposers who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain Proposal Documents" section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form.

Once the RFP is issued, and until a recommendation for award is made to the Board of Port Commissioners at a public Board of Port Commissioners meeting (or in cases where a recommendation for award does not require a public Board meeting, when Proposers are notified by Port staff of the recommendation for award), each Proposer and its representatives, agents, and affiliates, shall not contact members of the Evaluation Committee, Port staff or the Board of Port Commissioners to discuss or ask questions about the contents of this RFP or the selection process. All questions shall be submitted in writing as described in this RFP. Any inappropriate contact by a Proposer, its representatives, agents, and/or affiliates may result in the Proposers' proposal being disqualified.

Full Opportunity

The Port's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a

Full Opportunity

The Port's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. It is the policy of the Port of Oakland to encourage and facilitate full and equitable opportunities for small local businesses to participate in its contracts for the provision of goods and services. It is further the Port's policy that no discrimination shall be permitted in small local business participation in Port contracts or in the subcontracting of Port contracts. The successful Respondent shall comply with the Port's non-discrimination policy.

The Port reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the Port.

John Banisadr,
Port Purchasing Manager

Table of Contents

I. Project Overview	1
II. Scope of Services	4
III. Port Policy and Other Requirements	6
IV. Submission Requirements	8
V. Evaluation Criteria	9
VI. Additional Provisions.....	10

Attachments:

Title		Must Be Returned with Proposal
1	Non-Collusion Declaration	Yes
2	Statement of Equal Employment Opportunity	Yes
3	RFP Acknowledgement and Signature Form	Yes
4	Proposal Worksheet	Yes
5	Port of Oakland Non-Discrimination and Small Local Business Utilization Policy A. Chart for Submitting Data for Calculation of Preference Points B. Local Participation Questionnaire C. Monthly Utilization of Local and Small Business Enterprises D. Final Utilization of Local and Small Business Enterprises	Yes Attachment 5-A and 5-B are required with the Proposal. (Note: If you are submitting a new Certification Application for preference points, then your completed application is due 7 business days prior to the proposal due date.) Attachments 5-C and –D are required after contract award final completion of the project.
6	Non-Discrimination and Small Local Business Utilization Policy Program Affidavit	Yes
7	City of Oakland City Charter §728 Living Wage Information A. Employer Self-Evaluation for Port of Oakland Living Wage B. Certificate of Compliance—Living Wage	No (Attachment 7-A and 7-B are required after contract award.)
8	Statement of Living Wage Requirements	Yes

Title		Must Be Returned with Proposal
9	Insurance Acknowledgement Statement	Yes
10	Standard Professional Services Agreement	<p>No</p> <p>(Note: If awarded the contract, the successful Respondent will execute a revised version of the Port's standard Professional Services Agreement, which will be consistent with the provisions of this RFP.)</p>

I. Project Overview

The Port of Oakland ("Port") is soliciting proposals from qualified firms to provide the Port with Geospatial Security Mapping System (GSMS) Maintenance and Support for two (2) years, with the option to renew for three (3) additional years in one-year increments. The work generally consists of furnishing all labor, materials, tools, equipment, services, and supervision necessary to maintain and support the Port's enterprise Geographic Information System (GIS). The Port has received a grant from the Fiscal Year 2014 Federal Port Security Grant Program (PSGP) in an amount not to exceed \$367,500 for this initiative.

About the Port of Oakland

Founded in 1852, the City of Oakland (City) is located on the eastern shore of the San Francisco Bay and is one of three major cities that make up the San Francisco Bay Area (Bay Area). In early 2010, the City's population was over 430,000. It is the third-largest city in the Bay Area, after San Jose and San Francisco, and eighth-largest city in California. The City is one of fourteen cities in Alameda County, California.

The Port of Oakland (Port) is an independent department of the City. The Port area is situated along approximately 20 miles of waterfront. The City has operated a public harbor to serve waterborne commerce since its incorporation in 1852 and has operated an airport since 1927. The seven-member Board of Port Commissioners (Board) has exclusive control and management of Port properties and revenues under the City Charter. The Board is nominated by the Mayor of the City and appointed by the City Council. The Board commissioners are residents of the City and serve staggered four-year terms without compensation.

About the Port GSMS

The Port of Oakland (Port) completed the implementation of its GSMS in July 2012 as part of project a Federal Port Security Grant project. The GSMS is the second generation geospatial data system at the Port, and was designed to be scalable into a full enterprise GIS system, but it is not used or integrated in that way. The GSMS consists of comprehensive data, hardware, software, process documentation, training, and support that the Port uses in daily operations, as well as to prepare for and manage emergencies.

In 2013-2014 the Port continued the development of its GSMS with a Phase II project that included the development of additional data, enhancements and upgrades to existing applications, support for tenant and mobile applications, and a GIS resiliency system. The GIS resiliency system is intended to provide an alternate off-site platform that supports and provides GSMS data and functionality in the event that the onsite servers hosting the Port's enterprise GIS applications are not available. The GIS resiliency system has been implemented as a set of Internet-facing, cloud-based, single-tenancy virtual servers hosted by a commercial Infrastructure as a Service (IaaS) provider. This self-contained environment provides a full-scale GIS environment that serves as a backup site for the PortView interface to the GIS, complete with PortView applications and services as well as GIS data replicated from the on-site GIS environment. In addition, the resiliency environment hosts external applications for tenants and mobile users that are not connected to the Port's local area network and thus cannot leverage the on-site GIS environment.

In 2015, the Port further upgraded its GSMS technology stack, adding a number of additional components and integrations with other non-GIS systems.

Server, storage, and networking hardware are provided by the Port both on-premises and, by contract, off-site at a distant location that will not be affected by any seismic or other natural or manmade disasters that might impact the Port. All server technology used in GSMS is virtualized using VMware. Servers used in GSMS (on-site and off-site) use the Microsoft Windows 2008 R2 x64 operating system or, less commonly, the Windows Server 2003 x64 R2.

GSMS shares space on the Port's Microsoft SQL Server 2008 R2 x64, and therefore only has limited control over the database. GSMS has exclusive use of the SQL Server 2008 R2 x64 installation off-

site. The two databases used by GSMS are not identical and, therefore, replication from the Port to the off-site instance is accomplished using application-level replication routines, not database-level replication.

The GIS application servers used by GSMS are Esri ArcGIS for Server Standard Enterprise for SQL Server. One instance is installed on-site and one off-site.

GSMS utilizes the Latitude Geographics's Geocortex Essentials as its web mapping, workflow automation, and reporting middleware. Two production instances exist, one on-site and one off-site, and a third instance exists on-site for certain staging purposes.

GSMS uses NorthSouth GIS's NSG Port Solution, on-site and off-site, to provide applications for document management, security and non-security event planning, field inspections, vessel tracking, and other purposes.

GSMS also has several custom applications developed specifically for the Port, primarily integration between the NSG Port Solution and the Port's on-premises Genetec Security Center Video Management System for the maritime areas, integration between the NSG Port Solution and the City of Oakland's incident and dispatch reporting system, and integration between the NSG Port Solution and the Port's software as a service (SaaS)-based SendWordNow mass notification software.

GSMS uses a number of APIs, including the Genetec Security Center desktop SDK, which is used to pull video frames from cameras connected to the Genetec Video Management System, and the Genetec Web API, which is used to query the status of cameras and to control their Pan-Tilt-Zoom configuration. Other web APIs include those provided by SendWordNow to download subscriber data, so it can be geocoded in GSMS, and to generate mass notifications from the GSMS PortView viewer.

The primary desktop software used in conjunction with GSMS is Esri's ArcGIS for Desktop Standard and Basic Editions. These are used for editing and managing geographic data, producing maps, and analyzing data.

The primary geodatabase in GSMS resides on-site and is organized into four separate geodatabases (Aviation, Maritime, PortofOakland, and PortSecurity), and into multiple thematic groupings, such as Administrative, Cadastral, Elevation, Environmental, Nautical, Security, Utility and other layers. This geodatabase is replicated weekly to the off-site database server using Esri replication tools. Geodatabase layers are accessed primarily via ArcGIS for Server map services, but can also be accessed for editing, analysis, and output through the ArcGIS for Desktop software at the Port. Both on-site and off-site systems store non-database data stores, including pre-configured and cached aerial photo image tiles and application configuration files.

The off-site database also contains a non-spatial database in SQL Server that is used to store information collected with the NSG Port Solution during field inspections and incident reports. This database is not replicated automatically but its contents can be viewed from the on-site PortView web map viewer via web services. The off-site system also stores photo uploaded during field inspections, in virtual web server directories.

The GSMS system consumes external live data, and displays it through the PortView web map viewer. Currently the feeds consist of an AIS vessel tracking feed from the San Francisco Marine Exchange, PORTS marine weather stations supplied by NOAA, Nautical Charts provided by NOAA, and Natural Disasters (earthquakes, volcanic eruptions, floods, etc.) provided by Esri. In addition, the PortView map viewer permits certain users to view the Port's CCTV cameras and, in some cases, also control the movement of Pan-Tilt-Zoom cameras. Certain data feeds, particularly those related to AIS, are received by the web server off-site, converted and stored temporarily in the off-site geodatabase, and then made available via map services to both off-site and on-site PortView web map viewers.

The on-site portion of GSMS is secured by the Port's IT Division's overall security measures. Authentication for the use of the GSMS database and of the browser-based map viewers is controlled through Active Directory authentication, which is then translated into group memberships and policies

managed by the GSMS Team. Access security is likewise managed in the off-site portion of GSMS, using a backup AD service that is managed by the Port's IT Division. Communications from the off-site servers are secured with SSL security and encryption.

Port of Oakland Organizational Structure

The Port generates and supports economic activity locally, regionally, and globally through three major business lines. The Port's **Aviation Division** operates Oakland International Airport (OAK), a passenger, cargo, and general aviation airport, which offers more than 300 daily passenger and cargo flights. The Port's **Maritime Division** manages the fifth busiest container seaport in North America based on the number of twenty-foot equivalent units (TEUs) handled annually. In CY 2014, approximately 2.4 million TEUs moved through the seaport. The seaport is an international gateway, with approximately 88% of its trade with international trading partners and regions, and the remaining 125 representing domestic trade within the U.S. The Port's **Commercial Real Estate (CRE) Division** oversees a total of approximately 876 acres of land along the Oakland Estuary containing warehouses, public parking, hotels, offices, shops, restaurants, and hundreds of acres of public parks and habitat conservation areas. The Port also serves as a trustee for waterfront property serving commercial, navigational, and recreational purposes.

The two Port divisions most closely involved with this project are Maritime, a revenue division, and Engineering, a support division.

Maritime Division Organization

The Maritime Division manages the Oakland seaport. The Maritime Division is organized into three main areas. **Administration and Finance** works on all existing business such as current contracts and capital projects. **Business Development and Marketing** focuses on maintaining and increasing business. **Terminal Operations and Security** manage tenant relations, security and safety, and facility maintenance.

Engineering Division Organization

The Engineering Division has multiple functions within a number of technical, scientific, and engineering disciplines. Each supports the general mission of planning, designing, constructing, delivering, and maintaining Port-funded facilities and physical and information infrastructure assets. The Engineering Division has six departments reporting to **Engineering Administration: Aviation Project Design & Delivery** and **Maritime Project Design and Delivery** focus on project management including planning, design and construction management for a particular revenue division or other Port-wide requests and provide oversight on tenant improvement projects; **Engineering Services** handles the contract administration functions for consultants and contractors as well as all other engineering support functions; **Utilities** oversees all aspects of utility-related services as well as the utility business for the Port and its tenants; **Environmental Programs and Planning** who and **Harbor Facilities** who is responsible for maintaining Port-owned utilities, facilities, and equipment.

Engineering Administration: Provides the management direction, coordination, support services and systems for the division's operations. This department formulates divisional policy, assigns project work, coordinates work efforts with other Port divisions, monitors performance through the use of schedules and cost-reporting systems, and reviews and accepts completed work on behalf of the Port.

II. Scope of Services

The GSMS Maintenance and Support requirements generally fall into two tasks, a fixed-price annual GSMS Maintenance and Support task, and a time and materials GSMS Enhancements task. The selected Contractor will have to provide both tasks as follows:

Task 1 – GSMS Maintenance and Support

1.1. Preliminary System Assessment

- 1.1.1. Document the existing system. Within thirty days of contract award, the Contractor shall prepare and deliver a document that assesses the current state of the GSMS and the IT infrastructure that supports it. The assessment shall include a review of the GSMS system documentation, trouble ticket history, maintenance/service records, and a comparison of those records to the actual enterprise GIS as it is installed and used at the Port. In the assessment deliverable, specifically include current systems architecture diagrams, a description of the system and its major components suitable for non-technical readers, and a detailed description of the system for technical readers, with licensed software components specifically identified by version number, along with a note about any licensing or support agreements, their expiration dates, and forecast renewal rates. In addition to the final deliverable format preferred by the Contractor, deliver this document, and all deliverables provided under this contract, in original electronic form and, if different, in a format compatible with the Microsoft Office suite of applications, so that the various data components (diagrams, drawings, text, tables, formulas, etc.) can be easily copied and reused in support of the Port's efforts to further the effectiveness of the GSMS.
- 1.1.2. Provide observations and recommendations. In conjunction with the preliminary assessment, prepare and deliver a separate document outlining any concerns identified during the assessment, along with recommendations for how those concerns might be alleviated.
- 1.2. Back-office Support: This task may be performed off-site using Port-provided VPN credentials, on-site using the Port-provided facilities under task 1.3, or through a combination of both.
 - 1.2.1. Monitor and report on existing systems. Throughout the performance period, the Contractor shall monitor on-premises and cloud-hosted systems and subsystems 24x7 for operational and technical health. Within two hours of detection, the Contractor shall notify the Port of potential or actual system failures, and establish a plan with the Port project manager to troubleshoot and resolve the concerns. Repair actions that exceed the time available under Task 1 may be reimbursable under Task 2. Obtain approval from the Port project manager before incurring such costs.
 - 1.2.2. Maintain and support existing systems. Provide the equivalent of approximately eight hours a day for approximately one day each week to maintain, support, repair, change, and enhance the GSMS. Prioritize work in coordination with the Port project manager, informed by the log of requests maintained under Task 1.3. Maintenance and support actions that exceed the time available under Task 1 may be reimbursable under Task 2. Obtain approval from the Port project manager before incurring such costs. At a minimum, the Contractor shall:
 - 1.2.2.1. Establish and maintain licensing and support agreements with software and equipment vendors as needed to facilitate efficient and effective operations of the GSMS. Licensing and support agreement costs are reimbursable under Task 2. Obtain approval from the Port project manager before committing to these costs.
 - 1.2.2.2. Install and maintain software patches and updates. Costs for paid upgrades are reimbursable under Task 2. Obtain approval from the Port project manager before committing to these costs.
 - 1.2.2.3. Maintain and update imagery as needed to support Port use of the GSMS. Costs for new imagery are reimbursable under Task 2. Obtain approval from the Port project manager before committing to these costs.
 - 1.2.2.4. In coordination with Port Security staff, the PSMS watchstanders, and the Port IT staff, maintain the PortView application(s) include substituting or changing available GIS layers, customizing the interface to reflect changes to Port or tenant operations, expanding the interface to support wharfing, aviation, and commercial real estate use cases, and adapting the systems to support integration with external systems such as surveillance video streams, the City of Oakland's incident and dispatch system(s), the Marine Exchange's AIS, a mass-notification system, incident recording and reporting systems, and disaster recovery identification and planning systems.
 - 1.2.2.5. In coordination with Port IT staff, maintain user accounts and collect and provide access and usage analytics to guide and inform potential support under Task 2.

- 1.2.2.6. In coordination with the Port IT staff, effect changes or enhancements to the technology stack supporting the GSMS. Costs for equipment, software, licenses, third-party services, and other associated expenses are reimbursable under Task 2. Obtain approval from the Port project manager before committing to these costs.

1.3. On-site Support

- 1.3.1. Provide on-site support to Port staff approximately eight hours a day for approximately one day each week. Support hours shall be tailored to meet the varying needs of the Port users but will generally fall between the hours of 7am to 6pm, Monday through Friday, excluding holidays. At a minimum, the Contractor shall:
- 1.3.1.1. Serve as the on-site subject matter expert for the Port GSMS, and GIS capabilities in general.
 - 1.3.1.2. Serve as an interface between the Port and any Back-office support required under Task 1.2 that is provided from off site.
 - 1.3.1.3. Maintain, edit, and otherwise keep up to date the GIS data contained in the GSMS.
 - 1.3.1.4. Receive and respond to email and telephone requests for assistance or notices of GIS data deficiencies. The Contractor shall log and track the requests and notices, for use in monitoring quality of service and to guide and inform potential support under Task 2. An initial response acknowledging the request or notice shall be provided within one business day of receipt, with follow-up responses appropriately scheduled based upon the needs of the user and the level of difficulty involved in providing resolution, given the overall workload and the time available under Task 1. The Contractor shall review the log with the Port monthly, or sooner if a backlog develops that may indicate need for additional time under Task 2. Anticipated requests for assistance include:
 - General help on using the GSMS application(s).
 - Producing reports and analyzing data for users.
 - Correcting errors in the GIS data.
 - Modifying GIS data to account for changes in the Port physical plant.
 - Creating new GIS data for the GSMS, specifically including assisting and training users in importing, editing, and configuring data from engineering drawings.
 - 1.3.1.5. Assist users in operating and learning to operate the GSMS, including holding periodic classes to training new users, and introduce experienced users to new system changes, features, or capabilities. The Port will provide appropriate classroom training facilities. Coordinate with the Port project manager to ensure users' requests under this task do not preclude accomplishing other tasks.
- 1.3.2. In support of this requirement, the Port will provide a desk, a computer, a telephone, and modest office supplies on-site at 530 Water Street, which will generally be available to the Contractor 24x7 throughout the contract period.

Task 2 – GSMS Enhancements

2.1. System Development. Upon direction of the Port project manager, the Contractor shall conduct system development work to repair, change, or enhance the GSMS.

- 2.1.1. Time: The Port expects the Contractor will be able to perform services ordered under this task during normal working hours.
- Straight time rate. For routine services ordered under this task that can be accomplished during normal working hours, the Port will reimburse straight time.

- Premium time rate. When circumstances require urgency and the Port orders these services to be performed outside of normal working hours, the Port will reimburse premium time.
- 2.1.2. Materials: The Port will reimburse equipment, software, licenses and other materials or supplies authorized by the Port project manager and delivered to the Port.
 - 2.1.3. Additional Back-office Support: Upon direction from the Port project Manager, the Contractor shall provide additional support described under Task 1.2.
 - 2.1.4. Additional On-site Support: Upon direction from the Port project manager, the Contractor shall provide additional support described under Task 1.3.

III. Port Policy and Other Requirements

The selected Respondent will be required to comply with the following Port Policy and Other Requirements:

1. Non-Discrimination and Small Local Business Utilization Policy (NDSLBU):

The Port desires to maximize the participation of small local business and has instituted a Non-Discrimination and Small Local Business Utilization Policy (NDSLBU). The NDSLBU consists of two parts:

- Non-Discrimination policy which all Suppliers (Respondents) must adhere to, by providing the enclosed "Non-Discrimination and Small Local Business Utilization Policy Program Affidavit" (**Attachment 6**) with their proposals
- Preference points to small local businesses who qualify under the Port's definition of a small local business. In order to qualify for preference points, Suppliers (Respondents) must be either certified by the proposal due date or download a Certification Application at: <http://www.portofoakland.com/srd/> and submit it along with any supporting documentation to the Port's Social Responsibility Division seven (7) business days prior to the proposal due date.

A summary of the Port's Non-Discrimination and Small Local Business Utilization Policy is included herein as **Attachment 5**. The entire policy is available at:

http://www.portofoakland.com/pdf/responsibility/ndslbu_policy.pdf

Suppliers already certified with the Port do not need to submit proof of certification, but still need to check the Port's certification database at: <http://www.portofoakland.com/srd/> to ensure their certification has not expired and must fill out the Chart for Submitting Data for Calculation of Preference Points (**Attachment 5-A**), and the Local Participation Questionnaire (**Attachment 5-B**), and submit them with your proposal. All Suppliers (Respondents) must still provide proof of adhering to the Port's Non-Discrimination policy by submitting the NDSLBU Program Affidavit.

A copy of the Port-certified Small Local Business Enterprises can also be downloaded at: <http://www.portofoakland.com/srd/>

For questions or assistance regarding NDSLBU, contact Ms. Connie Ng-Wong, Contract Compliance Officer, (510) 627-1390, at the Port's Social Responsibility Division, or fax requests to (510) 451-1656.

2. Insurance Requirements:

All Respondents who plan on submitting a proposal in response to this RFP must meet the Port's Insurance requirements listed in **Appendix E to Attachment 10**, and must provide proof of insurance at the time of project award. Respondents must include a statement (**Attachment 9**) with their proposal agreeing to the Port's insurance requirements and indicate they will be able to obtain the proper insurances at the time of project award.

3. Security Sensitive Information:

By submitting a proposal, Respondent acknowledges that in the course of performing services under the Agreement, the selected Consultant/Contractor will come into possession of sensitive information subject to Federal and Port of Oakland regulation. The selected Consultant/Contractor will be required to comply strictly with the Port of Oakland's policies and practices for sensitive information.

4. Living Wage Policy:

On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland, and San Jose area. The current Living Wage rate as of July 1, 2015 is at least \$12.53 with credit given to the employer for the provision to covered employees of health benefits, and \$14.40 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than \$50,000 and that employ more than 20 employees who spend more than 25% of their time on Port-related work. §728 also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the Respondent will be required to fill out the attached Employer Self-Evaluation for Port of Oakland Living Wage Form (**see Attachment 7-A**) and Certificate of Compliance—Living Wage (**see Attachment 7-B**) and return them to the Social Responsibility Division. (i.e., do not include these forms in with your proposal). For more information, please call Connie Ng-Wong in the Port of Oakland's Social Responsibility Division at (510) 627-1390.

Respondent shall acknowledge reviewing the Port's Living Wage program and compliance, by submitting the Statement of Living Wage Requirement (**Attachment 8**) with their proposal.

5. Port's Standard Professional Services Agreement:

Submission of a proposal will confirm that the Respondent fully understands the provisions of the Port's Standard Professional Services Agreement (**Attachment 10**) which will be revised as necessary to be consistent with the provisions of this RFP, and will execute such revised agreement if awarded the contract. Any objections to any provisions in the Port's Standard Professional Services Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged.

IV. Submission Requirements

Please respond to the following 8 submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirements of the RFP. The Port will use your responses to objectively determine your capabilities and experience. Please label your responses 1 through 8, in the order presented below. Please limit your total response to the number of pages indicated below (excludes the required attachment forms provided with this RFP).

Submittal Format:

Responses may not be longer than 16 pages (one sided or 8 pages double sided), printed on 8 ½" x 11" paper and formatted in no smaller than 10 point font. Each section shall be labeled according to the sections below. All submitted material must be bound with only **one staple or binder clip** in the upper left corner. No binder books or any other type of binding. Submittals must be able to fit into a 9 x 11.5 inch folder.

1. **Company Information:** Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and names and titles of key management personnel, and a brief history of your company. Provide a brief statement of who is authorized to submit the proposal on the behalf of your company. Please make sure that person signs and dates the statement. If your company is making any exceptions to the Port's Standard Professional Services Agreement (**Attachment 10**) and/or this RFP, they must be clearly set forth in your proposal and noted in this section. Exceptions are discouraged and may result in lower evaluation points during the Port's evaluation of your proposal.
2. **Knowledge and Experience:** Provide relevant information about your company's knowledge and experience, including a list of three or more projects (in similar size and scope to this RFP), with brief descriptions that demonstrate your experience. Specifically highlight direct experience with Esri-based projects for geospatial security mapping system maintenance and support of similar size and complexity, Latitude Geographics Geocortex solutions, and NorthSouth GIS Port View products. Also, provide the names of key personnel who will be assigned to do the work under this project and provide their relevant experience.
3. **Client References:** Provide names, addresses and contact information for three (3) current clients. Provide the size and scope of each project and a brief description of the projects. Please make sure all contact information is current. By providing such information, you authorize us to contact such clients.
4. **Plan and Approach:** Use this section to describe the services you propose to provide to the Port. Provide an overview describing how your company will accomplish the required services, including meeting required response times. Also describe the general approach, scope of services, and methodology of your company's ability to fulfill the general functions required in this RFP. Your services can be above and beyond the requirements listed in the "Scope of Service" section.
5. **Proposed Costs:** Provide your proposed costs to provide the required services on the Proposal Worksheet and attach any proposed fee schedule. All items, including lump sums, unit prices, and totals, must be filled out completely. Task 2 in the Proposal Worksheet is an example of the kinds of additional support that the Port may order. It is only provided as a way to compare proposal amounts and is not considered to be the actual support that the Port will be ordering in the future. Task 1 back-office and on-site support beyond year two and Task 2 support will be negotiated with the proposer prior to contract award.
6. **Debarment Statement:** Provide a written statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and date your statement. If your company has been debarred, you will need to provide background information and the reason(s) for the debarment. Provide the name and contact information for the agency that debarred your company. The Port must review the reason(s) and duration for the debarment before it can determine if your company can be considered for this project.
7. **Litigation and Other Information:** Provide information describing any litigation, arbitration, investigations, or any other similar actions that your company, its principals, directors, and/or employees have been involved in during the last five (5) years relating to your company's services. Please list (a) name and court case or other identification number of each matter, (b) jurisdiction in which it was filed, and (c) outcome of matter (e.g. whether the case is pending, a judgment was entered, a settlement was reached or the case was dismissed). The Port will review the reason and timing of the action before it can determine if your company can be considered for this project. Failure to provide the litigation information may disqualify your proposal.
8. **Required Forms and Adherence to Port Policy and Other Requirements:** The Respondent must fill out all of the forms included in this RFP (listed under the "Attachments" section and marked with a "Yes" in the column titled "Must Be Returned with Proposal"), and

return them with your proposal. By returning the listed forms, your company is supporting and agreeing to the Port Policy and Other Requirements (listed in Section III, "Port Policy and Other Requirements" of this RFP). Failure of the Respondent to provide any of the required forms may result in your proposal being rejected for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

V. Evaluation Criteria

Prior to contract award, the Port must be assured that the Respondent selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Port is unable to assure itself of the Respondent's ability to perform under the contract, if awarded, the Port has the option of requesting from the Respondent any information that the Port deems necessary to determine the Respondent's capabilities. If such information is required, the Respondent will be notified and will be permitted five (5) working days to submit the requested information.

In awarding the contract, the Port will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your responses will be evaluated based on the weights listed below.

A. Evaluation Weights

Item	Criteria	Weights
	<u>Adherence to Port Policy and Other Requirements and Debarment Statement</u> Proposals from companies who have not or will not adhere to the Port Policy and Other Requirements or who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Items 6 and 8 of the Submission Requirements section.)	Pass/Fail
1	<u>Company Information, Client References, Litigation and Other Information, and Required Forms</u> Respondent's capacity to provide professional service as evidenced by past performance, company information, reference checks, litigation and other information, and required forms. (Items 1, 3, 7, and 8 of the Submission Requirements section.)	20%
2	<u>Knowledge and Experience</u> Respondent's knowledge and experience in providing GIS related services, as evidenced from your response to item 2 of Submission Requirements section and other parts of the proposal.	15%
3	<u>Plan and Approach</u> As evidenced from your response to item 4 of the Submission Requirements section, and parts of the proposal.	25%
4	<u>Proposed Costs</u> As evidenced from your response to item 5 of the Submission Requirements section, and as provided on the Proposal Worksheet.	25%
5	<u>Non-Discrimination and Small Local Business Utilization Policy</u> Does your company meet the Port's definition of Small Local Business? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port's definition of Small Local Business, and award qualifying companies up to the maximum 15 points.	15%
	Total	100%

B. Selection Procedure:

All proposals received by the deadline which meet the RFP's requirements will be presented to the evaluation committee comprised of Port of Oakland staff and possibly external members. The evaluation committee will evaluate the proposals and score all submissions according to the evaluation criteria above. The selection process may include interviews (at the discretion of the evaluation committee) for the top-scoring submissions. If interviews are to take place, the Port will notify the top scoring Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

VI. Additional Provisions

The terms "Company", "Consultant", "Contractor", "Proposer", "Respondent", "Seller", "Supplier", and "Vendor" whenever appearing in this RFP or any attachments, are used interchangeably to refer to the company or firm submitting a proposal in response to this RFP.

A. Port's Legal Name and Jurisdiction

The Port of Oakland (the "Port") is legally known as the City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners. The Port is an independent department of the City of Oakland. The Port has exclusive control and management of all Port facilities and properties. Port facilities and properties consist of marine terminals, a railway intermodal terminal and container storage areas (collectively, the "Seaport"); the Oakland International Airport (the "Airport"); and commercial and industrial land and properties (collectively, "Commercial Real Estate"); and other recreational land, other land, undeveloped land, and water areas, all located in Oakland, CA. The Port issues Purchase Orders under the name Port of Oakland.

B. Ownership of Proposal

All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of Port, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent does not make specific reference to data that is considered proprietary, submission of an RFP constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty-free license to the Port for copyright, patent, or other intellectual property right (collectively referred to as "intellectual property"), and (b) agreement that the Port may use any such intellectual property without charge for any lawful purpose in connection with other Port development projects, including without limitation the creation of derivative works and issuance of sublicenses.

C. Public Records Act

Per the Public Records Act (Gov. Code 6250 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process. However, such disclosure shall not be made prior to the date on which the Port publishes a final Board agenda report recommending award of the contract. Any trade secrets or proprietary financial information, which a Respondent believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

The Port reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.

D. Indemnification

If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in the Port's Standard Professional Services Agreement. See Section 5 of the Port's Standard Professional Services Agreement (**Attachment 10**).

E. Reimbursable Expenses

All expenses incidental to performing Consultant's Basic Services including, but not limited to, reproduction of documents and other materials associated with Respondent's deliverables and presentation materials; transportation and subsistence; telephone, computer, facsimile, or other similar costs; and the like, shall be included within the Contract Price.

F. Port's Right to Modify

Respondents are advised that the Port has not incurred any obligations or duties in soliciting this Request for Proposals. The Port, at its sole discretion, reserves the right to reject any or all proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP; to request new RFPs or pursue any other means for obtaining the desired services; to waive any informalities or minor irregularities in the RFP, and other inconsequential deviations from the RFP's requirements. The Board of Port Commissioners retains the right to award this project in part or in total to the Respondent(s) of its choice, and to decide to undertake the project or to terminate the project at any time prior to approval of a formal contract.

G. Conflicts of Interest

By submitting a proposal, the Respondent represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections in connection with its proposal. Respondent also represents that its proposal has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, which Respondent believes any member of the Port, or other officer, agent or employee of the Port or any department presently has, or will have, in any agreement arising from this RFP, or in the performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute ground for rejection of the proposals or termination of any agreement by the Port for cause. Respondent agrees that if it enters into a contract with the Port, it will comply with all applicable conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

H. Cost of Preparing a Response

All costs for developing a response to this RFP and attending any proposal meetings or selection meetings are entirely the responsibility of the Respondent and shall not be chargeable to the Port.

I. Law Compliance

The Respondent must comply with all laws, ordinances, regulations and codes of the Federal, State, and Local Governments, which may in any way affect the preparation of proposals or the performance of the contract.

J. Respondent's Relationship

The Respondent's relationship to the Port shall be that of independent contractor and not deemed to be agent of the Port.

K. Proposal Considerations and Legal Proceeding Waiver

The Port has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered the party submitting a proposal waives the right to bring legal proceedings challenging the Board of Port Commissioners choice of the award.

L. False Statements

False statements in a proposal will disqualify the proposal.

M. Taxes

The Respondent will be responsible for all Federal, State, and Local taxes.

N. Grade of Service

The Respondent must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

O. The Respondent's Liability

The Respondent shall be responsible for any and all damages to the Port's premises resulting from the negligent acts or willful misconduct of the Respondent's agents or employees.

P. Amendments

The Port may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The Respondents are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The Port shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or requests for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

Q. Withdrawal or Modification of Offers

The Respondent may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

R. Acceptance

Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the Port based on initial submission with or without discussions or negotiations.

S. Representations

No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Respondent must rely solely on its own independent assessment as the basis for the submission of any offer made.

T. Award Consideration and Length of Contract

The Port shall not be bound to accept the lowest-quote fee and will award the contract (if any) to the company/firm selected through the competitive process (and any subsequent interviews) outlined in this RFP.

The Port will award a two-year contract (if any) and will have the option to issue three (3) additional one (1) one-year extensions not to exceed a total period of five (5) years (at the costs quoted in this proposal).

U. Contract Termination

The Port may terminate the agreement (and or contract) with the Respondent on thirty days notice for the failure of the Respondent to comply with any term(s) of the agreement/contract between the Port and the Respondent.

V. Protest Procedures

Any party that has timely submitted a responsive proposal that contends or claims that the Port's proposed award of the subject contract fails to comply with the Port's rules and regulations or with law must file a protest in accordance with the provisions set forth below:

1. Any protest must be submitted in writing to John Betterton, Secretary of the Board, and received by the Port no later than 5:00 p.m. by the third (3rd) business day following publication of the identity of the apparent successful proposer (or of Notice of Intend to Award, if such notice is issued).
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the Port without recourse.



PORT OF OAKLAND

Non Collusion Declaration

RFP No.: 15-16/18, Geospatial Security Mapping System (GSMS) Maintenance and Support

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached proposal; that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the proposal price, or that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 201____, at
_____, California

Signature

Authority: Public Contract Code 7106
CCP 2015.5



PORT OF OAKLAND

Statement of Equal Employment Opportunity

RFP No.: 15-16/18, Geospatial Security Mapping System (GSMS) Maintenance and Support

I hereby certify that I _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), will not discriminate against any employee or applicant for employment because of because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: _____
Date

Print Name



PORT OF OAKLAND

RFP Acknowledgement and Signature Form

RFP No.: 15-16/18, Geospatial Security Mapping System (GSMS) Maintenance and Support

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, proposes to enter into a contract with the Port of Oakland to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement:

The following addendum (addenda) is (are) acknowledged in this RFP: _____

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.
3. I represent that I am familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that I do not know of any facts that constitute a violation of said Sections in connection with the proposal.

Respondent's Name and Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Cell Number: _____

Contractor License # (if applicable): _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

Decline RFP:

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our Supplier list.

Reason: _____

Company: _____ Address: _____

Name: _____ Signature _____ Date: _____



PORT OF OAKLAND

Proposal Worksheet

RFP No.: 15-16/18 - GSMS Maintenance and Support

Provide your proposed cost structure for this effort. The following table is necessary to provide a way of comparing proposals amongst competing firms. Please complete the tables and include it with your proposal, and provide any additional costs which may not be listed below (additional documentation will not count on maximum page count for responses). All items, including lump sums, unit prices, and totals, must be filled out completely. Task 2 in the Proposal Worksheet is an example of the kinds of additional support that the Port may order. It is only provided as a way to compare proposal amounts and is not considered to be the actual support that the Port will be ordering in the future. Task 1 beyond year two and Task 2 support will be negotiated with the proposer prior to contract award.

A. Task 1

Task	Description	Hourly Rate	Lump Sum Price
1	One-time compensation for System Review & Documentation during first 30 days.		
	Back-office Support, Year 1		
	On-site Support, Year 1		
	Back-office Support, Year 2		
	On-site Support, Year 2		
	Task 1 Sub-Total		
	Alameda County Tax 9.50% (if applicable)		
	Task 1 Lump Sum Price		

B. Task 2

Task	Description	Hourly Rate	Lump Sum Price
2	System Development efforts (example for bidding purposes):		
	200 hours GIS Analyst		
	120 hours GIS Programmer/Developer		
	60 hours GIS Systems Architect		
	50 hours Project Manager		
	Additional Back-office Support (example for bidding purposes)		
	200 hours of Straight-time		
	100 hours of Premium-time		
	Additional On-site Support (example for bidding purposes)		
	192 hours to add approximately one day per week for six months		
	Task 2 Lump Sum Price		
	Task 1 Lump Sum Price (from Table A above)		
	Task 1 & 2 Total Bid Price:		

Respondent Name: _____ Title: _____

Company Name: _____

Authorized Signature: _____ Date: _____



Non-Discrimination: Port of Oakland (Port) policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

Local Business Utilization: On October 7, 1997, the Board of Port Commissioners initiated a formal policy to encourage full participation of firms from its Local Business Area ("LBA"), the counties of Alameda and Contra Costa, particularly those in its Local Impact Area ("LIA"), in its work. The LIA includes the cities of Oakland, Alameda, Emeryville and San Leandro. The LBA includes all cities within the counties of Alameda and Contra Costa. The Port will also take into consideration efforts the prime and sub-consultants make to assist in the community, e.g., assigning meaningful work to small and/or very small local sub-consultants, mentor protégé relationships, participation in job/trade fairs, hiring interns, pro bono work, and working with local schools, etc.

Consultant Preference Points: The Port allots preference points for the percentage of work being performed by consultants/sub-consultants located in either the LBA or the LIA and for community involvement (i.e. mentoring, intern programs, job fairs, community rehabilitation groups and re-entry programs) for a maximum total of up to 15 points. These points are added to a maximum of 85 technical points for a composite maximum of 100 points in evaluating consultant proposals as follows:

- Up to 5 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for LIA certified firms, and 2.5 for LBA certified firms.
Note: LIA/LBA credit is given only for certified firms which have had established active offices in the respective area for at least a year at the time of proposal due date, and NOT for outside firms which plan to do the project work at a LIA/LBA office;
- An additional 3 points will be credited for an LIA certified prime consultant (proportionate to the share of prime consultant work in the case of a joint venture) and 1.5 points for an LBA certified prime consultant;
- Up to 4 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for Very Small Business Enterprise (VSBE) certified firms, and 2 points for Small Business Enterprise (SBE certified firms); and
- Up to 3 points for commitment to the Port's values and programs, e.g., mentoring small and/or very small local businesses and providing meaningful work for small and/or very small local sub-consultants; utilization of college and high school interns from the LIA; participation in job fairs and trade fairs targeted to LIA residents and businesses; and other work showing the consultant's efforts to contribute to the economic development of the LIA.

In summary, please submit the following attachments in each copy of your proposal:

1. Attachment 5-A, Chart for Submitting Data for Calculation of Preference Points. List the team members' (prime and subs) names, roles, location and LIA/LBA/SBE/VSBE status in the format shown in Attachment 5-A. Be specific as to the nature and estimated percentage of the work to be performed by the prime, any joint venture partners and/or sub-consultants.
2. Attachment 5-B, Local Participation Questionnaire. Complete for each sub-consulting firm or individual, as well as for the prime consultant.

3. Attachment 5-C and 5-D, Monthly and Final Utilization of Local and Small Business Enterprises are required after contract award. Attachment 5-C is required after contract award and a final report attachment 5-D, is required after completion of the project.

Any proposal that fails to complete and submit the above two items (Prime *and* sub-consultants) will not be considered. For firms headquartered outside the LIA/LBA wishing to obtain credit for their local office, for the purpose of this project shall utilize personnel from this local office. Additionally, mail, correspondence and telephone calls will be made to this local office.

To obtain credit for these factors and for any preference points on this RFP, consultants or any team member must be certified by the proposal due date or submit an application:

- Consultants or any team members wishing to be certified by the Port must submit a Certification Application, with all supporting documentation seven (7) business days prior to the proposal due date. The questionnaire and checklist of necessary supporting documents for certification may be obtained at: <http://www.portofoakland.com/srd/>. For questions regarding certification, you may email at srdadmin@portoakland.com or call (510) 627-1627. Firms certified by the Port of Oakland do not need to submit proof of certification.

(Please note Port certification must be current and not expired to count for preference points. Certification is valid for a two-year period.)

For questions or assistance regarding this section, contact Ms. Connie Ng-Wong, (510) 627-1390, or cng-wong@portoakland.com in the Port's Social Responsibility Division.



PORT OF OAKLAND

**Chart for Submitting Data
for Calculation of Preference Points**

Company	Nature of Work to be Performed	Prime or Sub?	Location of Firm	*LIA/LBA SBE/VSBE Certification Status	Percent of Total Contract	Percent of Sub-consulting Work
(Name of Prime)		Prime				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
Total (must add up to 100%)					100%	100%

*** In order to qualify for preference points, the firm must be certified by the Port of Oakland.** Local Impact Area (LIA), Local Business Area (LBA), Small Business Enterprise (SBE), Very Small Business Enterprise (VSBE)

Notes:

- Please make sure the column labeled "Percent of Total Contract" adds up to 100%
- Please make sure the column labeled "Percent of Sub-consulting Work" adds up to 100% of the Sub-consulting work.



(Use additional paper if necessary)

1. Is the consultant or large sub-consultant mentoring or providing a professionally meaningful share of the project to small and/or very small LIA firms on this project? Yes___ No___

If the response is "yes", please provide specific details on how the mentoring or sharing will be performed. In addition, be specific as to the nature of the relationship and the persons responsible for implementing it.

2. (A) Do any team members regularly use local students as interns in their work? Yes___ No___
(B) Do any team members currently use local students as interns in their work? Yes___ No___
(C) Have any team members used local students as interns in past work? Yes___ No___
(D) If planning to use interns on this project, how will you utilize them?

If you answered "yes" to any of these questions, please state from what schools or programs the interns were obtained, what type of work was performed by them, and any other details that might be relevant, i.e. paid internship, length of service, number of interns.

3. Have firms in the team participated in other community projects, e.g., job fairs targeted to local neighborhoods, youth or school programs, community rehabilitation groups, etc.? Yes___ No___
If so, please give details:



PORT OF OAKLAND

Monthly Utilization of Local and Small Business Enterprises

PRIME CONTRACTOR		BUSINESS ADDRESS		CONTRACT BID AMOUNT		DATE OF THIS REPORT		
PORT PROJECT NAME				PORT PROJECT NUMBER	WORK AUTHORIZATION #	TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS	PROJECT COMPLETION DATE	
(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	CONTRACT PAYMENTS				(7) Date of Final Payment
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed
TOTAL				\$	\$	\$	\$	

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.
If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

* LIABE (Local Impact Area Business Enterprise), LBABE (Local Business Area Business Enterprise), SBE (Small Business Enterprise), and VSBE (Very Small Business Enterprise).

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT	
AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE	DATE

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Monthly Utilization of Local and Small Business Enterprises

- (I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)
- (II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:
- Column 1: Name and address of the firm performing work and/or supplying materials.
Column 2: Description of the work performed and/or materials supplied by said firm.
Column 3: For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter "0". For small/local prime bidder: dollar amount of the prime bidder's bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.
Column 4: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)
Columns 5a-5d: Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website (<http://www.portofoakland.com/srd/>) or by calling (510) 627-1627. Refer to the following table for a description of the certification status:

Certification Status	Description
LIABE (Local Impact Area Business Enterprise)	firm located in Oakland, Alameda, Emeryville, or San Leandro
LBABE (Local Business Area Business Enterprise)	firm located in Alameda County or Contra Costa County
SBE (Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$14,000,000
VSBE (Very Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$3,500,000

If the firm was decertified before completing its portion of the work of this contract, enter the dollar amount of ALL work performed/materials supplied by the firm, INCLUDING WORK PERFORMED/MATERIALS SUPPLIED AFTER THE DATE OF DECERTIFICATION. **If the amount listed in Column 5 differs from the amount listed in Column 3, provide an explanation in the 'COMMENTS' section as provided.**

- Column 6: Date on which the firm listed in Column 1 completed the work described in Column 2.
Column 7: Date on which prime contractor made the 'final payment' for the work described in Column 2 to subcontractor/supplier/trucking broker.
- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

COMMENTS:



PORT OF OAKLAND

Final Utilization of Local and Small Business Enterprises

PRIME CONTRACTOR		BUSINESS ADDRESS		CONTRACT BID AMOUNT		DATE OF THIS REPORT			
PORT PROJECT NAME				PORT PROJECT NUMBER	WORK AUTHORIZATION #	TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS	PROJECT COMPLETION DATE		
(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
TOTAL				\$	\$	\$	\$		

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.
If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

* LIABE (Local Impact Area Business Enterprise), LBABE (Local Business Area Business Enterprise), SBE (Small Business Enterprise), and VSBE (Very Small Business Enterprise).

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE

DATE

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Final Utilization of Local and Small Business Enterprises

- (I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)
- (II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

Column 1: Name and address of the firm performing work and/or supplying materials.

Column 2: Description of the work performed and/or materials supplied by said firm.

Column 3: For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter "0". For small/local prime bidder: dollar amount of the prime bidder's bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.

Column 4: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)

Columns 5a-5d Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website (<http://www.portofoakland.com/srd/>) or by calling (510) 627-1419. Refer to the following table for a description of the certification status:

Certification Status	Description
LIABE (Local Impact Area Business Enterprise)	firm located in Oakland, Alameda, Emeryville, or San Leandro
LBABE (Local Business Area Business Enterprise)	firm located in Alameda County or Contra Costa County
SBE (Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$14,000,000
VSBE (Very Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$3,500,000

If the firm was decertified before completing its portion of the work of this contract, enter the dollar amount of ALL work performed/materials supplied by the firm, INCLUDING WORK PERFORMED/MATERIALS SUPPLIED AFTER THE DATE OF DECERTIFICATION. **If the amount listed in Column 5 differs from the amount listed in Column 3, provide an explanation in the 'COMMENTS' section as provided.**

Column 6: Date on which the firm listed in Column 1 completed the work described in Column 2.

Column 7: Date on which prime contractor made the 'final payment' for the work described in Column 2 to subcontractor/supplier/trucking broker.

(III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.

(IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

COMMENTS:



PORT OF OAKLAND

**Non-Discrimination and Small Local
Business Utilization Policy Program Affidavit**

**RFP No.: 15-16/18, Geospatial Security Mapping System (GSMS) Maintenance
and Support**

I hereby certify that I _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), shall carry out applicable requirements in the award and administration of this contract and cooperate with the Port of Oakland in meeting its commitments and objectives with regard to ensuring nondiscrimination, and shall use best efforts to ensure that barriers to participation of Small Local Businesses do not exist.

Upon execution of an Agreement, the selected consultant will be required to complete Small and Local attainment reports and a final report at contract completion, and submit them to the Social Responsibility Division.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct.

BY: _____ Date

Print Name

Title



PORT OF OAKLAND

City of Oakland City Charter § 728 Living Wage Information

EMPLOYERS SUBJECT TO §728 OF THE CITY CHARTER MUST COMPLY WITH THE FOLLOWING REQUIREMENTS:

- 1) Pay all non-exempt employees the living wage rates (As of July 1, 2016, \$14.80 without health benefits or \$12.93 with health benefits). Port Ordinance No. 3666, as amended also requires that covered businesses provide employees at least twelve compensated days off per year, including holidays.
- 2) Pay at least \$1.87 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.
- 3) **Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations.** The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.
- 4) Provide all employees earning less than \$12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.
- 5) **Maintain a list of the name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off - and submit this list to the Port's Social Responsibility Division, Attention: Connie Ng-Wong, Living Wage Compliance Officer, by March 31st, June 30th, September 30th, and December 31st of each year.** If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of \$500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.
- 6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. **Covered employers shall be responsible for including language committing the subcontractor's, tenant's or licensee's agreement to comply, in the contract with the subcontractor.** Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.
- 7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

Employers who fail to submit documents, declarations or information required to demonstrate compliance with these regulations shall be deemed noncompliant or non-responsive and subject to the remedies as set forth in §728.



PORT OF OAKLAND

**Employer Self-Evaluation for
Port of Oakland Living Wage**

COVERED BUSINESS CHECKLIST WRITE YES/NO ANSWER IN APPROPRIATE BOX:

1. ☐ Is the Business entering into a contract, tenancy agreement or subordinate agreement (such as, subcontract, subtenancy, or sublicense) with the Port? *If no, go on to question 2. If yes, go to question 3.*
2. ☐ Has the Business amended an existing contract, tenancy agreement or subordinate agreement at any time since April 2002? *If no to 1 and 2, stop here: the business is not covered. If yes, go to question 3.*
3. ☐ Is the contract with Aviation or Maritime divisions for a value of greater than \$50,000 over the life of the contract (over the next five years if contract is for less than a year and expected to be renewed or extended)? *If no, stop here; the contract is not covered. If yes, go to question 4.*
4. ☐ Is the contract for service other than the delivery of products, equipment or commodities? *If no, stop here: the business is not covered. If yes, go to question 5.*
5. ☐ Does the Business employ more than 20 employees who spend at least 10 hours per week (4 hours per week if part time employees) working under the contract with the Port or on Port property? Indicate the number of employees that are employed by the Contractor _____. *If no, stop here the business is not covered. If yes, go to question 6. exemptions for specified employees of a covered employer.*

All employees of a covered employer are required to be provided compensation and other benefits as provided under §728 of the Charter, except for specified employees exempt under the following exemptions. The following questions should be answered for each employee.

6. ☐ *Does the employee work less than 25% of his/her time (10 hours per week for full time employee) under the contract with the Port? If yes, stop here; the specified employee is exempt. If no, go to question 7.*
7. ☐ *Is the employee under 21 years of age, employed by a government agency or nonprofit for after school or summer employment, or as a trainee for 90 days or less? If yes, stop here; the specified employee is exempt. If no, go to question 8.*
8. ☐ *Has the Business obtained a waiver that covers the employee? If yes, stop here; the specified employee is exempt. If no, go to question 9.*
9. ☐ *Is the employee participating in a bona-fide temporary job-training program in which a significant part of the compensation consists of acquiring specialized*

knowledge, abilities or skills in a recognized trade? If yes, stop here; the specified employee is exempt. If no, go to question 10.

10. ☐ *Is the employee a volunteer who is not compensated other than for incidental expenses or stipends? If yes, stop here; the specified employee is exempt. If no, go to question 11.*
11. ☐ *Is the employee working for the Business less than 20 hours per week for a period of 6 months or less? If yes, stop here the specified employee is exempt. If no, go to question 12.*
12. ☐ *Of the remaining employees (employees for which no exemption applies as indicated by your answers to questions 6 through 11), are there 20 or fewer non-exempt employees working for the employer under the Port Contract? If yes, stop here; each of the remaining specified employee(s) is/are exempt. If no, each of the remaining specified employee(s) is covered by §728.*

The undersigned authorized representative of Contractor hereby certifies under penalty of perjury that all of the information on this form is true and accurate.

_____ Company Name	_____ Signature of Authorized Representative
_____ Address	_____ Type or Print Name & Title
_____ Area Code and Phone	_____ Email Address
_____ Name of Primary Contact	_____ Date
_____ Project Name (Be Specific)	

Submit Completed Checklist To:

Connie Ng-Wong

Port of Oakland

Social Responsibility Division

530 Water Street

Oakland, CA 94607

Phone: (510) 627-1390 Fax: (510) 451-1656

Email: cng-wong@portoakland.com



PORT OF OAKLAND

Certificate of Compliance – Living Wage

The City of Oakland Living Wage Charter §728 ("§728") and Port Ordinance No. 3666 ("Ordinance 3666") as amended, provide that certain employers that enter into a contract, lease, license (or a subcontract, sublease, sublicense, or other agreement) with the Port for \$50,000 or more over the term of the contract and certain recipients of Port financial assistance for \$50,000 or more shall pay a prescribed minimum level of compensation to their covered employees ("Employees").

The undersigned ("Contractor") submits this certificate under penalty of perjury and as a condition of payment of its invoice(s) for service provided under the _____ agreement between the Port and Contractor.

- 1) Contractor hereby certifies that it is in compliance with §728 and Ordinance 3666 with respect to all non-exempt Employees of Contractor engaged in Port-related employment or work on Port property.
- 2) Contractor hereby acknowledges that the Port is relying on Contractor's certification of compliance with §728 and Ordinance 3666 as a condition of payment of Contractor's invoice(s).
- 3) Contractor understands that it may be subject to fines or penalties for noncompliance with §728 and Ordinance 3666 up to and including potential fines of \$500 per day until Contractor complies.
- 4) Contractor hereby certifies that claims, records and statements relating to Contractor's compliance with §728 and Ordinance 3666 are true and accurate, that such claims, records and statements are made with the knowledge that the Port will rely on such claims, records and statements, and that such claims, records and statements are submitted to the Port for the express benefit of Contractor's employees engaged in Port-related employment or work on Port property.

Please check the appropriate box and sign below

- ☐ Contractor hereby certifies its compliance with all of its obligations under §728 and Ordinance 3666;
- ☐ Contractor hereby certifies that all Employees of Contractor working under Contractor's contract with the Port are compensated at wage rate(s) greater than \$12.00 per hour;
- ☐ Contractor hereby certifies that it is not currently covered by §728 or Ordinance 3666. Contractor further certifies that should §728 or Ordinance 3666 become applicable, Contractor will comply with all of its Living Wage obligations.

All terms used herein and not defined shall have the meaning ascribed to such terms in §728 and Ordinance 3666.

The undersigned authorized representative of Contractor hereby certifies under penalty of perjury that all of the information on this form is true and accurate.

_____ Company Name	_____ Signature of Authorized Representative
_____ Address	_____ Type or Print Name & Title
_____ Phone and Email	_____ Date
_____ Project Name (Be Specific)	

Submit to: Connie Ng-Wong, Port of Oakland, Social Responsibility Division, 530 Water Street, Oakland, CA 94607. Email: cng-wong@portoakland.com



PORT OF OAKLAND

Statement of Living Wage Requirements

RFP No.: 15-16/18, Geospatial Security Mapping System (GSMS) Maintenance and Support

I hereby certify that I _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), has reviewed the Living Wage Requirements, included herein as Attachment 7 to this Request for Proposal and will comply with said requirement. Upon execution of an Agreement, the selected consultant will be required to complete the attached Employer Self-Evaluation Form and Certificate of Compliance –Living Wage Form of this Request for Proposal, and submit them to the Social Responsibility Division.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct.

Signature

Print Name

Title

Date



PORT OF OAKLAND

Insurance Acknowledgement Statement

RFP No.: 15-16/18, Geospatial Security Mapping System (GSMS) Maintenance and Support

I hereby certify that _____ (Legal Name of Respondent) agrees to meet all of the Port's Insurance requirements included in the Professional Services Agreement attached to this Request for Proposal and Respondent will be able to evidence such insurance when and if awarded the contract and will provide proof of insurance at the time of project award if awarded the contract.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: _____ Date

Print Name

Title

ATTACHMENT 10
PROFESSIONAL SERVICES AGREEMENT

Between

**CITY OF OAKLAND, A MUNICIPAL CORPORATION,
ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS
as the "Port of Oakland"**

And

«CONSULTANT»

**[Geospatial Security Mapping System
(GSMS) Maintenance and Support]**

RFP 15-16-18

(Contract No. _____)

Dated

«EffectiveDate»

Table of Contents

1.	<u>SCOPE OF PROFESSIONAL SERVICES.</u>	1
2.	<u>EFFECTIVE DATE.</u>	1
3.	<u>STANDARD OF PERFORMANCE.</u>	1
4.	<u>SUBCONSULTANTS.</u>	1
5.	<u>INDEMNIFICATION AND LIABILITY.</u>	2
6.	<u>NOTICES.</u>	2
7.	<u>INSURANCE.</u>	2
8.	<u>INDEPENDENT CONTRACTOR.</u>	3
9.	<u>CONFLICT OF INTEREST; CONFIDENTIALITY.</u>	3
10.	<u>SUSPENSION AND TERMINATION OF SERVICES.</u>	4
11.	<u>OWNERSHIP OF WORK PRODUCT.</u>	4
12.	<u>AUDIT/INSPECTION OF RECORDS.</u>	5
13.	<u>NON-DISCRIMINATION.</u>	6
14.	<u>DISPUTES.</u>	6
15.	<u>CALIFORNIA LAW.</u>	9
16.	<u>NO THIRD PARTY BENEFICIARIES.</u>	9
17.	<u>ENTIRE AGREEMENT.</u>	9
18.	<u>NO WAIVER.</u>	9
19.	<u>STATUTES OF LIMITATION.</u>	10
20.	<u>COVENANT AGAINST CONTINGENT FEES:</u>	10
21.	<u>SEVERABILITY.</u>	10
22.	<u>COMPLIANCE WITH LAWS.</u>	11
23.	<u>DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS.</u>	11
24.	<u>AGENT FOR SERVICE OF PROCESS.</u>	12

PROFESSIONAL SERVICES AGREEMENT

«CONSULTANT»
(«ScopeofWork»)

THIS PROFESSIONAL SERVICES AGREEMENT(“Agreement”) is entered into on «EffectiveDate» between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (“Port”), and «CONSULTANT» (“Consultant” or “contractor”), identified on Appendix C, who agree as follows:

1. Scope of Professional Services.

The Consultant shall perform all services described in Appendix A (“Services”), for the compensation set forth in Appendix B (“Payment”), which appendixes are attached and made a part of this Agreement. All Services whenever performed shall be deemed performed under this Agreement, and all compensation paid to Consultant on account of the Services performed shall be deemed as set forth in Appendix B.

2. Effective Date.

This Agreement shall become effective upon its execution by Consultant and by Port (including approval by the Port Attorney).

3. Standard of Performance.

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

4. Subconsultants.

Consultant shall perform the Services using the persons and subconsultants listed in Appendix A. Consultant shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of this scope of services. Consultant may substitute personnel or subconsultants prior to any such subconsultants commencing work only upon the Project Manager’s written consent, which may be withheld or delayed in Port’s discretion.

The Port of Oakland, as a Department of the City of Oakland, participates in the California Public Employees' Retirement System ("CalPERS"), and the use of any consultant or sub-consultant employees who have retired from a CalPERS agency shall be in compliance with applicable CalPERS rules and regulations.

5. Indemnification and Liability.

5.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless Port and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, paralegal and attorneys' fees (including costs attributable to in-house paralegals and attorneys), Port staff costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, from: (1) the Services under this Agreement, or any part thereof, or (2) any negligent act or omission of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnatee, but shall apply to all other Liabilities.

5.2 Consultant shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including paralegal and attorneys' fees (including costs attributable to in-house paralegals and attorneys), Port staff costs, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Port, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

6. Notices.

The Port and Consultant shall provide notices to the other in the form of a writing, sent by facsimile and by U.S. Mail. If to the Port, it shall be addressed to the Project Manager (identified on Appendix D) at:

**Port of Oakland
530 Water Street
Oakland, CA 94607**

or to such other place as the Port may by such similar notice in writing designate. If to the Consultant, the same shall be addressed to the individual and address noted on Appendix C hereto or to such other place as the Consultant may by such similar notice in writing designate.

7. Insurance.

Consultant shall comply with all requirements of Appendix E, which is attached and made a part of this Agreement.

8. Independent Contractor.

Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between Port and Consultant, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from Port shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Consultant represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, the Consultant will issue the Port a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving the Port of all liability for any tax relating to the scope of this Agreement. The Consultant shall pay all other taxes including but not limited to any applicable City of Oakland business tax, not explicitly assumed in writing by the Port hereunder. The Consultant shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

9. Conflict of Interest; Confidentiality.

9.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

9.2 Consultant represents that it has completely disclosed to Port all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of Port, or other officer, agent or employee of Port or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by Port for cause. Consultant agrees to comply with all conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

9.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the Port that Consultant has no present, and will have no future, conflict of interest between providing the Port the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the Port, as determined in the reasonable judgment of the Port. The provisions of this Section 9 shall remain fully effective indefinitely after termination of Services to the Port hereunder.

9.4 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by Port and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging

to Port. Consultant agrees that all information disclosed by Port to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the Port's interests where such confidential information could be used adversely to the Port's interests. Consultant agrees to notify the Port immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

9.5 Any publicity or press releases with respect to the Project or Services shall be under the Port's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without Port's prior written consent. Consultant shall have the right, however, without Port's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

9.6 The provisions of this Section 9 shall remain fully effective indefinitely after termination of Services to the Port hereunder.

10. Suspension and Termination of Services.

(i) Port may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Port may determine in its sole discretion. Port may issue such directives without cause. Port will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii) Port may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of Port's written notice to Consultant demanding such cure. In the event Port terminates this Agreement for default, Consultant shall be liable to Port for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii) Port may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever Port determines that such termination is in Port's best interests. In the event Port terminates this Agreement for convenience, Consultant shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date, but may recover no other cost, damage or expense.

11. Ownership of Work Product.

Any interest (including copyright interests) of Consultant or its subcontractors or subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subcontractors or subconsultants in connection with the Services, shall become the property of the Port. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the Port. With Port's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

12. Audit/Inspection of Records.

12.1 Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit Port to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to Port by this section. Such rights shall be specifically enforceable.

12.2 The Consultant shall maintain full and adequate records in accordance with Port requirements to show the actual costs incurred by the Consultant in the performance of this Agreement. If such books and records are not kept and maintained by Consultant within a radius of fifty (50) miles from the offices of the Port at 530 Water Street, Oakland, California, Consultant shall, upon request of the Port, make such books and records available to the Port for inspection at a location within said fifty (50) mile radius or Consultant shall pay to the Port the reasonable, and necessary costs incurred by the Port in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. Consultant shall provide such assistance as may be reasonably required in the course of such inspection. The Port further reserves the right to examine and reexamine said books, records and data during the three (3) year period (the "Inspection Period") following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the Port, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after the Port makes the final or last payment or within three (3) years after any pending issues between the Port and Consultant with respect to this Agreement are closed, whichever is later.

12.3 If the Consultant's books and records have been generated from computerized data, Consultant agrees to provide the Port or its representative extracts of data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. The Consultant should not charge the Port for the reasonable use of the Consultant's photocopying machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and or printing any records or transactions stored in magnetic, optical, microform or other media.

12.4 Consultant agrees to toll (a) commencing on the first day of any examination during the Inspection Period and ending four (4) years thereafter, all applicable periods of any statutes of limitations with regard to any matter arising out of the Inspection Period examination; (b) commencing on the first day of any audit conducted by or on behalf of Consultant's books, records or data with respect to this Agreement (an "**Audit**") and ending four (4) years after the date that the Port delivers to the Consultant a written copy of the Port's final findings on the Audit, all applicable periods of any statutes of limitations with regard to any matter arising out of the Audit; and (c) with respect to any claim or right or cause of action of Port not addressed in the immediately preceding clauses (a) or (b), and regardless of whether or not Port commences an Audit, commencing on the day such claim right or cause of action arises, and ending four (4) years thereafter, all applicable periods of any statutes of limitations with regard to such claim, right or cause of action.

13. Non-discrimination.

Consultant acknowledges that it has received and reviewed a copy of the most current version of the Port of Oakland's Unlawful Harassment Policy and Procedures. The purpose of these procedures is to provide an effective and expedited system of resolving allegations of employment discrimination and prevention of unlawful harassment in the workplace. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. Consultant shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: hiring, upgrading, recruitment, advertising, selection for training, including apprenticeship, demotion, transfer, compensation, lay-off or termination, or any other term or conditions of employment.

14. Federal AIP Grant Compliance:

By executing this Agreement, Consultant agrees and certifies that Consultant will comply with the FAA Airport Improvement Program (AIP) provisions set forth below and Consultant shall also include each of these provisions in all of its contracts and subcontracts related to this Agreement. For purposes of Sections 15-19 below, Consultant is sometimes hereinafter referred to as "Contractor" and Port is sometimes hereinafter referred to as "Sponsor".

15. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

16. Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the

contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- Withholding payments to the contractor under the contract until the contractor complies; and/or
 - Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

18. Fair Labor Standards Act

This Agreement incorporates by reference the provisions of 29 U.S.C. §201, *et seq* (the Federal Fair Labor Standards Act (FLSA)), and its implementing regulations, with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute and regulation. Consultant must address any claims or disputes that arise from this requirement directly with the US Department of Labor – Wage and Hour Division.

19. Occupational Safety and Health Act

This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is

free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29; U.S.C. §651, et seq ; 29 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

20. Disputes.

Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement.

21. California Law.

This Agreement shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.

22. No Third Party Beneficiaries.

Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

23. Entire Agreement.

This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

24. No Waiver.

The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Port representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter

to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Port and Consultant.

25. Statutes of Limitation.

As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Port's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

26. Covenant Against Contingent Fees:

26.1 Consultant warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Port, at its option, may annul the Agreement or deduct from the contract price or otherwise recover from Consultant the full amount of the contingent fee.

26.2 As used in this Section, "bona fide agency" means an established commercial or selling agency, maintained by Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds itself out as being able to obtain any Port agreements or agreements through improper influence.

26.3 As used in this Section, "bona fide employee" means a person, employed by Consultant and subject to Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Port Agreements nor holds itself out as being able to obtain any Port agreement or agreements through improper influence.

26.4 As used in this Section, "contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Port Agreement.

26.5 As used in this Section, "improper influence" means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act regarding a Port Agreement on any basis other than the merits of the matter.

27. Severability.

Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

28. Compliance with Laws.

28.1 Consultant represents that it will comply with all applicable laws, ordinances, general rules or regulations, permits, or land use restrictions or limitations at any time applicable thereto of any public or governmental authority, including the City and the Port, including but not limited to The Charter of the City (including without limitation Section 728 entitled "Living Wage and Labor Standards at Port-Assisted Businesses" and Port Ordinance No. 3666 entitled "An Ordinance Establishing a Living Wage Requirement") in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project (including, but not limited to, Federal Aviation Administration, U.S. Department of Transportation, and other government agencies), and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

28.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

28.3 Consultant, as a condition of execution of this Agreement certifies under penalty of perjury and as a condition of payment of its invoice(s) for service provided under this Agreement as follows:

All Employees, as defined respectively under Port Ordinance No. 3666, and Section 728 of the Charter of the City of Oakland (Hereinafter "Living Wage laws"), as amended from time to time, engaged in Covered Activities (as defined in the respective Living Wage laws) shall be compensated in compliance with the requirements of the respective and applicable Living Wage laws:

- a. Claims, records and statements relating to Consultant's compliance with the Living Wage laws are true and accurate, and are made with the knowledge that the Port will rely on same, and that they are submitted to the Port for the express benefit of Consultant's employees engaged in Covered Activities;
- b. Should the Living Wage laws not apply to Consultant at the time this Agreement is entered into, but thereafter become applicable, Consultant will comply with all of its obligations under the respective Living Wage laws, when applicable; and
- c. All terms used in this Section 22.3 and not defined shall have the meaning ascribed to such terms in the respective applicable Living Wage laws.

29. Department of Industrial Relations Requirements.

Effective March 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to California Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition, Contractor and any subcontractors who will be performing the public works aspect of this project are required by law to be licensed and regulated by the Contractor's State License Board. Contractor must be properly licensed for the particular public works aspects called for in this Agreement and must agree to comply with all applicable laws, regulations and requirements for public works of improvement.

30. Agent for Service of Process.

Pursuant to California Code of Civil Procedure, Section 416.10, Consultant hereby designates an agent for service of process as set forth in Appendix C hereto.

Consultant may at any time designate a new agent for service in the State of California by providing written notice, duly executed in the same manner as this Agreement, of the full name and address of its new agent. Unless otherwise agreed in writing by the Port of Oakland, no attempt to revoke the agent's authority to receive service shall be valid unless Port of Oakland has first received a duly executed designation of a new agent meeting the requirements of California law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF OAKLAND, a municipal corporation, acting
by and through its Board of Port Commissioners,

By _____
J. CHRISTOPHER LYTLE
Executive Director

Date: _____

«CONSULTANT»,
a _____ corporation,

By _____
Authorized Signature

Print Name and Title
(If Corporate: Chairman, President or Vice President)

Date: _____

Attest _____
Authorized Signature

Print Name and Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer)

Date: _____

Approved as to form and
legality this _____ day
of _____, 2015.

**THIS AGREEMENT SHALL NOT BE
VALID OR EFFECTIVE FOR ANY
PURPOSE UNLESS AND UNTIL SIGNED
BY THE PORT ATTORNEY.**

DANNY WAN
Port Attorney

Port Resolution No. «Resolution»

P.A.#: 2015 -

APPENDIX A –SERVICES

This is an appendix attached to, and made a part of, the Agreement dated «EffectiveDate» between the City of Oakland acting through its Board of Port Commissioners (“Port”) and (“Consultant”) for the provision of professional services.

SCOPE OF WORK:

The GSMS Maintenance and Support requirements generally fall into two tasks, a fixed-price annual GSMS Maintenance and Support task, and a time and materials GSMS Enhancements task. The selected Contractor will have to provide both tasks as follows:

Task 1 – GSMS Maintenance and Support

1.4. Preliminary System Assessment

- 1.4.1. Document the existing system. Within thirty days of contract award, the Contractor shall prepare and deliver a document that assesses the current state of the GSMS and the IT infrastructure that supports it. The assessment shall include a review of the GSMS system documentation, trouble ticket history, maintenance/service records, and a comparison of those records to the actual enterprise GIS as it is installed and used at the Port. In the assessment deliverable, specifically include current systems architecture diagrams, a description of the system and its major components suitable for non-technical readers, and a detailed description of the system for technical readers, with licensed software components specifically identified by version number, along with a note about any licensing or support agreements, their expiration dates, and forecast renewal rates. In addition to the final deliverable format preferred by the Contractor, deliver this document, and all deliverables provided under this contract, in original electronic form and, if different, in a format compatible with the Microsoft Office suite of applications, so that the various data components (diagrams, drawings, text, tables, formulas, etc.) can be easily copied and reused in support of the Port’s efforts to further the effectiveness of the GSMS.
- 1.4.2. Provide observations and recommendations. In conjunction with the preliminary assessment, prepare and deliver a separate document outlining any concerns identified during the assessment, along with recommendations for how those concerns might be alleviated.

1.5. Back-office Support: This task may be performed off-site using Port-provided VPN credentials, on-site using the Port-provided facilities under task 1.3, or through a combination of both.

- 1.5.1. Monitor and report on existing systems. Throughout the performance period, the Contractor shall monitor on-premises and cloud-hosted systems and subsystems 24x7 for operational and technical health. Within two hours of detection, the Contractor shall notify the Port of potential or actual system failures, and establish a plan with the Port project manager to troubleshoot and resolve the concerns. Repair actions that exceed the time available under Task 1 may be reimbursable under Task 2. Obtain approval from the Port project manager before incurring such costs.
- 1.5.2. Maintain and support existing systems. Provide the equivalent of approximately eight hours a day for approximately one day each week to maintain, support, repair, change, and enhance the GSMS. Prioritize work in coordination with the Port project manager, informed by the log of requests maintained under Task 1.3. Maintenance and support actions that exceed the time available under Task 1 may be reimbursable under Task 2. Obtain approval

from the Port project manager before incurring such costs. At a minimum, the Contractor shall:

- 1.5.2.1. Establish and maintain licensing and support agreements with software and equipment vendors as needed to facilitate efficient and effective operations of the GSMS. Licensing and support agreement costs are reimbursable under Task 2. Obtain approval from the Port project manager before committing to these costs.
- 1.5.2.2. Install and maintain software patches and updates. Costs for paid upgrades are reimbursable under Task 2. Obtain approval from the Port project manager before committing to these costs.
- 1.5.2.3. Maintain and update imagery as needed to support Port use of the GSMS. Costs for new imagery are reimbursable under Task 2. Obtain approval from the Port project manager before committing to these costs.
- 1.5.2.4. In coordination with Port Security staff, the PSMS watchstanders, and the Port IT staff, maintain the PortView application(s) include substituting or changing available GIS layers, customizing the interface to reflect changes to Port or tenant operations, expanding the interface to support wharfing, aviation, and commercial real estate use cases, and adapting the systems to support integration with external systems such as surveillance video streams, the City of Oakland's incident and dispatch system(s), the Marine Exchange's AIS, a mass-notification system, incident recording and reporting systems, and disaster recovery identification and planning systems.
- 1.5.2.5. In coordination with Port IT staff, maintain user accounts and collect and provide access and usage analytics to guide and inform potential support under Task 2.
- 1.5.2.6. In coordination with the Port IT staff, effect changes or enhancements to the technology stack supporting the GSMS. Costs for equipment, software, licenses, third-party services, and other associated expenses are reimbursable under Task 2. Obtain approval from the Port project manager before committing to these costs.

1.6. On-site Support

- 1.6.1. Provide on-site support to Port staff approximately eight hours a day for approximately one day each week. Support hours shall be tailored to meet the varying needs of the Port users but will generally fall between the hours of 7am to 6pm, Monday through Friday, excluding holidays. At a minimum, the Contractor shall:
 - 1.6.1.1. Serve as the on-site subject matter expert for the Port GSMS, and GIS capabilities in general.
 - 1.6.1.2. Serve as an interface between the Port and any Back-office support required under Task 1.2 that is provided from off site.
 - 1.6.1.3. Maintain, edit, and otherwise keep up to date the GIS data contained in the GSMS.
 - 1.6.1.4. Receive and respond to email and telephone requests for assistance or notices of GIS data deficiencies. The Contractor shall log and track the requests and notices, for use in monitoring quality of service and to guide and inform potential support under Task 2. An initial response acknowledging the request or notice shall be provided within one business day of receipt, with follow-up responses appropriately scheduled based upon the needs of the user and the level of difficulty involved in providing resolution, given the overall workload and the time available under Task 1. The Contractor shall review the log with the Port monthly, or sooner if a backlog develops that may indicate need for additional time under Task 2. Anticipated requests for assistance include:

- General help on using the GSMS application(s).
- Producing reports and analyzing data for users.
- Correcting errors in the GIS data.
- Modifying GIS data to account for changes in the Port physical plant.
- Creating new GIS data for the GSMS, specifically including assisting and training users in importing, editing, and configuring data from engineering drawings.

1.6.1.5. Assist users in operating and learning to operate the GSMS, including holding periodic classes to training new users, and introduce experienced users to new system changes, features, or capabilities. The Port will provide appropriate classroom training facilities. Coordinate with the Port project manager to ensure users' requests under this task do not preclude accomplishing other tasks.

1.6.2. In support of this requirement, the Port will provide a desk, a computer, a telephone, and modest office supplies on-site at 530 Water Street, which will generally be available to the Contractor 24x7 throughout the contract period.

Task 2 – GSMS Enhancements

2.2. System Development. Upon direction of the Port project manager, the Contractor shall conduct system development work to repair, change, or enhance the GSMS.

2.2.1. Time: The Port expects the Contractor will be able to perform services ordered under this task during normal working hours.

- Straight time rate. For routine services ordered under this task that can be accomplished during normal working hours, the Port will reimburse straight time.
- Premium time rate. When circumstances require urgency and the Port orders these services to be performed outside of normal working hours, the Port will reimburse premium time.

2.2.2. Materials: The Port will reimburse equipment, software, licenses and other materials or supplies authorized by the Port project manager and delivered to the Port.

2.2.3. Additional Back-office Support: Upon direction from the Port project Manager, the Contractor shall provide additional support described under Task 1.2.

2.2.4. Additional On-site Support: Upon direction from the Port project manager, the Contractor shall provide additional support described under Task 1.3.

APPROVED SUBCONSULTANTS: Consultant shall use only the following personnel and subconsultants in performing Services.

COMMENCEMENT AND TERM:

- A. Subject to the provisions of this Agreement, the term will be in effect for [no. of years] commencing on _____ through _____.
- B. The Port has the option of extending the Agreement for an additional [*no. of years*] in [*no. of years*] increments as authorized by the Executive Director, provided, however, that there shall be no increase in the maximum compensation payable hereunder.

END OF APPENDIX A

APPENDIX B – PAYMENT

This is an appendix attached to, and made a part of, the Agreement dated «EffectiveDate» between the City of Oakland acting through its Board of Port Commissioners (“Port”) and (“Consultant”) for the provision of professional services.

1. **Basic Services.** The Port will pay Consultant for Basic Services, a maximum compensation of «Compensation», which sum includes costs for reimbursable expenses as identified below. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Agreement. If Port and Consultant previously executed a purchase order for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Agreement and the previous payments deemed payments against the maximum compensation established in this Appendix. Such maximum compensation may only be increased as follows:

- ☐ With the prior written approval of the Executive Director for an additional amount not to exceed the limit authorized by the Board in Resolution No. «Resolution». Increase in maximum compensation with additional changes in scope of work shall be documented by a supplemental agreement to this Agreement.
- ☐ With the adoption of authorizing resolution by the Board of Port Commissioners.

2. **Payment Schedule.** Progress payments for Basic Services for each phase of the work shall be made as follows:

- ☐ upon completion of the work ☒ as invoiced
- ☐ monthly ☒ as set forth in the schedule below.

A. Task 1

Task	Description	Hourly Rate	Lump Sum Price
1	One-time compensation for System Review & Documentation during first 30 days.		
	Back-office Support, Year 1		
	On-site Support, Year 1		
	Back-office Support, Year 2		
	On-site Support, Year 2		
		Task 1 Sub-Total	
	Alameda County Tax 9.50% (if applicable)		
	Task 1 Lump Sum Price		

B. Task 2

Task	Description	Hourly Rate	Lump Sum Price
2	System Development efforts (example for bidding purposes):		
	200 hours GIS Analyst		
	120 hours GIS Programmer/Developer		

60 hours GIS Systems Architect		
50 hours Project Manager		
Additional Back-office Support (example for bidding purposes)		
200 hours of Straight-time		
100 hours of Premium-time		
Additional On-site Support (example for bidding purposes)		
192 hours to add approximately one day per week for six months		
Task 2 Lump Sum Price		
Task 1 Lump Sum Price (from Table A above)		
Task 1 & 2 Total Bid Price:		

3. Reimbursable Expenses. Reasonable expenses to be reimbursed upon approval of Project Manager.

☒ Yes

The Port will pay Consultant for "Costs and Reimbursable Expenses" as set forth below. All costs not listed will not be allowed.

- 3.1 Parts, Equipment, Materials, Supplies, and Services. Costs for parts, equipment, materials, supplies, and services used in the performance of Basic Services or delivered to the Port are reimbursable. Obtain approval of the Port Project Manager prior to incurring such costs, and provide detailed cost information when invoicing for reimbursement.
- 3.2 Licensing and Support Agreements. Costs for licensing and support agreements obtained on behalf of the Port are reimbursable. Obtain approval from the Port Project Manager before committing to these costs and provide detailed cost information when invoicing for reimbursement.
- 3.3 Software patches and updates. Costs for paid software upgrades obtained on behalf of the Port are reimbursable. Obtain approval from the Port Project Manager before committing to these costs.

☐ No

☐ Limits:

4. Invoices. All payments shall require a written invoice from Consultant in a form acceptable to Port. Port shall make payment on approved amounts within each invoice within 30 days of receipt. **Original invoices shall be sent to PORT OF OAKLAND, Accounts Payable, P.O. Box 28413, Oakland, CA 94604.**

END OF APPENDIX B

APPENDIX C

CONSULTANT AND CONSULTANT'S NOTICE ADDRESS

Full Legal Name of Consultant: «CONSULTANT»

Corporate Address:

Form of Business Entity (Check one)

- ☐ Sole proprietorship
- ☐ Corporation: State of _____
- ☐ Partnership: ☐ General ☐ Limited
- ☐ Limited Liability Company
- ☐ Other: _____

If Corporation: *(Required Information)*
Agent for Service of Process (Name and Address)

Corporate Officers: Identify 2 Officers

*Chairman, President or Vice President
Secretary, Assistant Secretary, Chief
Financial Officer, or Assistant Treasurer*

Contact Individual / Position:

Telephone No.:

Facsimile No.:

E-Mail Address (if any):

Website (if any):

Tax Identification No.:

APPENDIX D
PROJECT MANAGER

Division Director

«Project Manager»
Technical Manager

APPENDIX E

INSURANCE REQUIREMENTS

This is an appendix attached to, and made a part of, the Agreement dated «EffectiveDate» between the City of Oakland acting through its Board of Port Commissioners (“Port”) and «CONSULTANT» (“Consultant”) for the provision of professional services as defined and required by the Agreement (hereinafter “Services”).

1. Commercial General Liability Insurance

- **Coverage:** Standard ISO Commercial General Liability form.
- **Limits:** \$1,000,000 per occurrence; \$2,000,000 annual general aggregate; \$2,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Cross liability/separation of insureds.
- Waiver of subrogation in favor of additional insured.
- If the Services involves construction activities, completed operations coverage must remain in force until at least 5 years after completion and acceptance of the Services.

2. Business Automobile Liability Insurance

- **Coverage:** Standard ISO Business Automobile Liability form for all owned, non-owned and hired automobiles.
- **Limits:** \$1,000,000 each accident.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per accident.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.

3. Workers’ Compensation and Employer’s Liability Insurance

- **Coverage:** Statutory Workers’ Compensation and Side B Employer’s Liability form.
- **Limits:** Statutory for workers’ compensation and \$1,000,000 per accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease, for Employer’s Liability.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence for Employer’s Liability.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

4. Professional Liability Insurance

- **Coverage:** For errors and omissions arising out of the Services.
- **Limits:** \$2,000,000 per claim and annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per claim.
- **Additional Term:** 2 years after completion and acceptance of the Services.

- If Services involves software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Services involves outsourced technology or internet services, Network and Media Liability coverage.

Other Insurance Requirements:

- **Deductibles/Self-Insured Retentions.** Deductibles or self-insured retentions that are higher than specified for each of the insurance coverages above must be disclosed and pre-approved by the Port's Risk Manager.
- **Notice of Cancellation.** Consultant or Consultant's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- **Proof of Insurance/Insurer Rating.** Consultant must deliver to the Port Risk Management Department, prior to the commencement of the Services, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better. Upon failure to so file such insurance certificate, the Port may without further notice and at its option either (1) exercise the Port's rights; or (2) procure such insurance coverage at the Consultant's expense and the Consultant shall promptly reimburse the Port for such expense (Services may be interrupted without proper evidence). In addition to the certificate of insurance, Consultant shall provide copies of the actual insurance policies if requested by the Port.
- Please send certificates and other required insurance information to:
 Port of Oakland
 Attn: Risk Management Dept.
 530 Water Street
 Oakland, CA 94607
 Fax: (510) 627-1626
 Email: risktransfer@portoakland.com

APPENDIX F

REQUIRED CONTRACT PROVISIONS FOR FEDERALLY FUNDED PROJECTS

Agreement Articles

2014-09-01 00:00:00.0



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Port of Oakland
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2014-PU-00203-S01

TABLE OF CONTENTS

Article I	Summary Description of Project
Article II	Assurances, Administrative Requirements and Cost Principles
Article III	Acknowledgment of Federal Funding from DHS
Article IV	Activities Conducted Abroad
Article V	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article VI	Copyright
Article VII	Debarment and Suspension
Article VIII	Drug-Free Workplace Regulations
Article IX	Duplication of Benefits
Article X	False Claims Act and Program Fraud Civil Remedies
Article XI	Federal Debt Status
Article XII	Fly America Act of 1974
Article XIII	Hotel and Motel Fire Safety Act of 1990
Article XIV	Lobbying Prohibitions
Article XV	Non-supplanting Requirement
Article XVI	Trafficking Victims Protection Act of 2000

Article XVII	USA Patriot Act of 2001
Article XVIII	Use of DHS Seal, Logo and Flags
Article XIX	DHS Specific Acknowledgements and Assurances
Article XX	Incorporation by Reference of Funding Opportunity Announcement
Article XXI	Acceptance of Post Award Changes
Article XXII	Age Discrimination Act of 1975
Article XXIII	Americans with Disabilities Act of 1990
Article XXIV	Title VI of the Civil Rights Act of 1964
Article XXV	Civil Rights Act of 1968
Article XXVI	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXVII	SAFECOM
Article XXVIII	Title IX of the Education Amendments of 1975 (Equal Opportunity In Education Act)
Article XXIX	Rehabilitation Act of 1973
Article XXX	Reporting Subawards and Executive Compensation

Article I - Summary Description of Project

Project 3: Cybersecurity Assessment/Improvement Planning is fully funded for \$66,938. Project 4: IT System Resiliency phase-2 is fully funded for \$590,625. Project 5: Integrated Maritime CCTV System maintenance is fully funded for \$393,750. Project 6: GSMS System Maintenance is fully funded for \$275,625.

Article II - Assurances, Administrative Requirements and Cost Principles

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions; relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article III - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article VI - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article VII - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article VIII - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article IX - Duplication of Benefits

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article X - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Article XII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article XIV - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XV - Non-supplanting Requirement

Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XVI - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article XVII - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article XVIII - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XIX - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article XX - Incorporation by Reference of Funding Opportunity Announcement

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

Article XXI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article XXIV - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XXV - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide

meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVIII - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article XXIX - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXX - Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action in accordance with the submission instructions posted at [http:// www.fsrs.gov](http://www.fsrs.gov) specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. In the preceding fiscal year, you received —

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

a. As part of your registration profile at <http://www.sam.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

a. In the subrecipient's preceding fiscal year, the subrecipient received—

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR § 25.320:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions, as defined in 2 CFR § 170.315.

3. Subaward, as defined in 2 CFR § 170.325:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient, as defined in 2 CFR § 25.360, means an entity that:

a. Receives a subaward from you (the recipient) under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation, as defined in 2 CFR § 170.330 means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

a. Salary and bonus.

b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Obligating Document for Award/Amendment

1a. AGREEMENT NO. 2. 3. RECIPIENT NO. 4. TYPE OF 5. CONTROL NO.
 EMW-2014-PU-00203-S01 AMENDMENT941746312 ACTION W510909N
 NO. AWARD

6. RECIPIENT NAME AND ADDRESS 7. ISSUING FEMA OFFICE AND ADDRESS 8. PAYMENT OFFICE AND ADDRESS
 Port of Oakland Grant Operations Financial Services Branch
 530 Water Street 245 Murray Lane - Building 410, SW 500 C Street, S.W., Room 723
 Oakland, CA, 94607 Washington DC, 20528-7000 Washington DC, 20472
 POC: 866-927-5646

9. NAME OF RECIPIENT PROJECT OFFICER 10. NAME OF FEMA PROJECT COORDINATOR
 Eric Napralla Central Scheduling and Information Desk
 Phone: 800-368-6498
 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION 12. METHOD OF PAYMENT PARS 13. ASSISTANCE ARRANGEMENT 14. PERFORMANCE PERIOD
 09/01/2014 Cost Reimbursement
 From: 09/01/2014 To: 08/31/2016
 Budget Period 09/01/2014 08/31/2016

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE)	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2014-SL-B411-P400-4101-D:W510909N \$ 1,326,938.00	\$0.00	\$1,326,938.00	\$1,326,938.00	\$442,313.00
TOTALS			\$0.00	\$1,326,938.00	\$1,326,938.00	\$442,313.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
 N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
 Eric Napralla, Mr

DATE
 11/14/2014

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
 09/11/2014

 ANDREA GORDON, Assistance Officer