

REQUEST FOR PROPOSAL

for

Fuel Management Software & Hardware System

15-16/17



PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 15-16/17, Fuel Management Software & Hardware System

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	Fuel Management Software & Hardware System
Proposal Type	Goods and Services
Proposal Number	15-16/17
Proposal Issued	May 4, 2016
Department Requesting Services	Harbor Facilities
Mandatory Pre-proposal Meeting	May 24, 2016 Starting at 9:00 a.m. Supplier(s) to meet Port staff at Site 1 address at 9:00 a.m. Site visits will start at Aviation Facilities then the ARFF fueling locations and from there we will travel to Harbor Facilities. <u>Site 1</u> Aviation Facilities L591 8500 Earhart Road Oakland, CA 94621
Scheduled Publication Date	May 6, 2016
Proposal Due Date	June 17, 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

	<ul style="list-style-type: none"> • 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) 627-1104
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 27, 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	June 3, 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 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

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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.)

Title		Must Be Returned with Proposal
8	Statement of Living Wage Requirements	Yes
9	Insurance Acknowledgement Statement	Yes
10	Standard Professional Services Agreement	No (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.)
11	Horizontal Labeling Standards	No
12	Port IT Conduit and Cable Standards	No
13	New Systems IT Standards and Requirements	No

I. Project Overview

The Port of Oakland is seeking a turnkey solution to replace the current fuel management system to a fully automated fuel management system, with both hardware and software, part and component purchases. It is highly desired that the proposed system also includes a passive Global Positioning System (GPS). Currently the Port is using Fuel Master as the fuel management system. The Port consumes approximately one-hundred and ten-thousand (110,000) gallons of unleaded, twenty thousand (20,000) gallons of diesel and five thousand (5,000) gallons of red-dye diesel per year. The fleet is made up of approximately two-hundred and ninety (290) on-road vehicles and over five-hundred (500) pieces of equipment ranging from heavy construction equipment to small portable rolling generators.

The system will be installed by the contractor at three locations within the Port Area: Maritime (8000 gallon unleaded above ground tank and 8000 gallon above ground diesel tank), Aviation (2000 gallon above ground unleaded tank and 4000 gallon aboveground diesel tank) and the Aircraft Rescue and Fire Fighting (ARFF) (1000 gallon above ground unleaded tank and 2000 above ground diesel tank). The system shall be a fully automated system that will provide scalable data and reporting through a web-based network. Compatibility with our current Oracle Enterprise Asset Management (EAM) system would be a plus.

About the Port of Oakland

The Port of Oakland was established in 1927 and oversees the Oakland seaport, Oakland International Airport, Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is the fifth busiest container port in the U.S.; Oakland International Airport is the second largest San Francisco Bay Area airport offering over 300 daily passenger and cargo flights; and the Port's real estate includes commercial developments such as Jack London Square and hundreds of acres of public parks and conservation areas. Together, through Port operations and those of its tenants and users, the Port supports nearly 70,000 jobs in the region and over 800,000 jobs across the United States. The Port is an independent department of the City of Oakland.

II. Scope of Services

A. Automated Fuel Management System and Minimum Requirements

These specifications are for the purchase and installation of a fully automated Automotive Fuel Management System for the Port of Oakland Fleet Department. The Port seeks to purchase a fuel automation system that will replace the current out dated fuel management system. The replacement fuel management system shall meet or exceed the following **minimum requirements**:

1. Provide and install one fuel control terminal at each of the Port of Oakland's fueling locations:

<u>Maritime</u>	<u>Aviation</u>	<u>Aviation</u>
Engineering Facilities	Aviation Facilities	ARFF – Fire Station 22
651 Maritime Street	8500 Earhart Road	751 Air Cargo Way
Oakland, CA 94607	Oakland, CA 94621	Oakland, CA 94621

2. The installed system must comply with current applicable codes including but not limited to California Building Code (CBC), National Electric Code (NEC), National Fire Protection Agency (NFPA), United Laboratories (UL) and Bay Area Air Quality Management District (BAAQMD) regulations.
3. Provide and install technology for a fully automated system for vehicle to nozzle to terminal recognition, i.e. Radio Frequency Identification (RFID), Bluetooth or equivalent technology.
4. Terminals shall have multiple access methods for secondary security clearance, i.e. HID Card, HID Fob, Keypad Entry, etc..

5. Provide and install tank monitoring system.
6. System shall be compatible with both Unleaded and Diesel fuels as well as have the capability to dispense other fluids such as Diesel Exhaust Fluid (DEF), oil, antifreeze, etc. Compatibility with alternative fuel systems is a plus.
7. System shall have product control capabilities, such as allocation of diesel only for certain vehicles.
8. System shall have capabilities to remotely input and adjust fueling limits, transaction limits and product control entries.
9. On board vehicle technology shall be easily installed by non-technical staff. Components shall be easily transferable from vehicle to vehicle with minimal (done by Port staff) or no reprogramming needed. Normal installation times shall not typically exceed 30 minutes. Most all vehicles and equipment at the Port utilize OBD-II/EOBD for light/medium-duty vehicles, J1708 Heavy Duty standard and J1939 Heavy Duty standard.
10. Updates to the on board vehicle technology shall be accomplished remotely through the fuel island control unit. The on board technology should not be required to be taken into the Fleet maintenance facility and/or removed for updating purposes.
11. System shall have on-board diagnostics. The on-board diagnostics shall capture typical items but not limited to items such as trouble codes, Vehicle Identification Number (VIN), odometer, battery voltage, PTO engage time and etc..
12. System shall have a web based interface and monitoring system, compatible with Microsoft Windows and Explorer software. Integration with the Oracle's Enterprise Asset Management system is preferred but not required. Please refer to the Port of Oakland's New Systems IT Standards and Requirements (**Attachment 13**).
13. System shall have comprehensive dashboards and reporting capabilities;
14. System shall offer email alerts for both successful and unsuccessful transactions. Transactions shall include but not limited to: location of transaction, tank refueling notification, type and amount of fuel being used per transaction, invalid PIN entries, selection of wrong fuel type, exceeding any system limits, time outs, etc..
15. In the event of loss of communications between the fuel island controller and the server or power failure, the controller shall be capable of storing up to four-thousand (4000) transaction.
16. The Proposer may provide any additional requirement as necessary to meet the above minimum requirements.

B. Desired Requirements - Global Positioning System (GPS)

The Port highly desires to purchase an integrated or compatible GPS system as part of this project, but is not obligated to purchase GPS. Purchasing the GPS component will be based on the Port's available budget for this project. These specifications are for the purchase and installation of a GPS system for the Port of Oakland Fleet Department. Also, please note in your proposal if GPS is included in the proposed fully automated fuel management system or comes as a separate optional item. The GPS system shall meet or exceed the following **desired** requirements.

1. Provide all necessary hardware and software components for GPS solution.
2. GPS devices shall be a passive system. Devices shall upload vehicle information at open wireless hotspots or equivalent systems located around the Port.

3. System shall have a web based interface that is accessible 24 hours a day and 7 days a week. The web based system shall be compatible with Microsoft Windows and Explorer. Please refer to the Port of Oakland's New Systems IT Standards and Requirements (**Attachment 13**).
4. System shall offer email alerts. Pre-set conditions for alerts to be determined with supplier.
5. Web based interface shall have a comprehensive dashboard and reporting capabilities.
6. Electronic web based maps shall be supported by Google Maps, Bing Maps, or equivalent mapping system. Mapping system shall have at minimum Street, Satellite and Hybrid (Street and Satellite) views. Integration to (Environmental Systems Research Institute's (ESRI) ArcGIS and the Ports Geographic Information System (GIS) mapping program will be a plus.
7. System shall have the ability to view historical data for a minimum of thirty-six (36) months.
8. GPS device shall have a battery back-up allowing the transmitter to store locations without the vehicles system voltage.
9. Provide training for installation and maintenance as well as for the web based interface and reporting capabilities.

C. Training and Installation

The below training and installation will be required from the selected Proposer. The Proposer shall include with their proposal specifications, catalog pages, brochures and other data as required to determine the quality and functional capabilities of the product offered.

1. It is the responsibility of the Proposer to provide operational training on programming, installation and minor maintenance and repairs of the terminals and software components. This training can be supplied by the Proposer directly or subcontracted in order to properly train Port staff and technicians to safely maintain its equipment.
2. A pre-installation meeting will be scheduled prior to system installation. The Proposer will meet with Port staff to provide a system presentation and implementation plan. The plan will include deliverable elements and performance with respect to system reporting capabilities.
3. Proposer shall install the initial group/phase of the vehicle and equipment components as part of the initial training. Installation of the remaining vehicle and equipment will be phased in by Fleet at their discretion. Proposer shall provide alternative methods for fueling during this transitional installation period.

D. Warranty and/or Defective Items

All parts and components specified to be supplied to the Port must have at least a twelve (12) month warranty period. Within the warranty period, any failed part of component will be replaced with a new and similar item without any cost to the Port.

The Proposer agrees to replace free of charge all defective items delivered under this contract. The Proposer shall pay all transportation charges covering return replacement and installation of these items.

E. Care and Custody

The Proposer accepts full responsibility for the security against loss or damage to the equipment involved while in their possession or in the possession of their agents. Proposer shall reimburse the Port for any loss or damage to the Port's equipment in their care or custody.

F. Maintenance Requirements

1. Responding Proposer shall include the first year of hardware and software maintenance services and any applicable licensing as part of the base submittal price.
2. Any ongoing maintenance of the system, software, and/or licensing is to be identified in proposals.
3. Proposers shall also provide an annual renewable maintenance contract for operating of the system; and any annual escalation factor, the Port may or may not purchase the additional maintenance.
4. Responding Proposer shall agree to sell additional parts and components as necessary to support the fuel management program for the operating life of the system while under the maintenance contract.

G. Services Requirements and Material Delivery

Proposers to describe in their proposal how they will meet the Port's service requirements and delivery of materials for this project. The projected time line for the system installation shall be installed before November 30th, 2016.

1. Proposer shall provide all applicable system revision updates developed during the term of this contract at no additional cost to the Port.
2. Webhosting for the Fuel Management Software shall be for the life of the system.
3. Proposer will need to provide on-line support to the Port's Information Technology Department and Fleet Maintenance, including providing remote access to troubleshoot operational issues.
4. Proposer is responsible for all work done under this agreement, whether by its personnel or its subcontractor.

H. Information Technology Standards

Please review the attached Port of Oakland Information Technology standards; Horizontal Labeling Standards (**Attachment 11**), Port IT Conduit and Cable Standards (**Attachment 12**), and New Systems IT Standards and Requirements (**Attachment 13**), for applicable standards to this project. Any proposal must meet these standards.

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 (NDSLBP):

The Port desires to maximize the participation of small local business and has instituted a Non-Discrimination and Small Local Business Utilization Policy (NDSLBP). The NDSLBP 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.portoakland.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.portoakland.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.portoakland.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.portoakland.com/srd/>

For questions or assistance regarding NDSLBU, contact Ms. Donna Cason Contract Compliance Officer, (510) 627-1252, 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 **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 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{this rate changes annually in July, verify the current rate with SRD} 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. Prevailing Wages License and Sub-contracting Requirements:

Respondent submitting a proposal for a "public works" project (defined below) are required to pay prevailing wages pursuant to California Labor Code, Section 1720, et seq, and to abide by all subcontracting and subletting practices as defined by California Public Contract Code section 4100 et seq., and to abide by any Contracting Licensing requirements as defined by California Business and Profession Code. All Contractors performing work on Port property are required by law to be licensed and regulated by the Contractors State License Board.

California Labor Code Section 1720, (a)(1) provides that the term "public works" means:

Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

General prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classifications or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes is available at the Department on Industrial Relations Internet site accessible at http://www.dir.ca.gov/DLSR/statistics_research.html.

The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any Subcontractor under him/her, to pay not less than the specified rates to all workers employed by them in the execution of the contract. It is the Contractor's responsibility to determine any rate change, which may have or will occur during the intervening period between each issuance of published rates by the Director of Industrial Relations.

In addition, any Contractor or Subcontractor performing Public Works for this project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. Web-Accessed Monitoring System (WAMS)
The Port has adopted an electronic monitoring system to satisfy certain certified payroll reporting requirements. The successful Proposer will be required to utilize WAMS to satisfy said requirements. Weekly certified payroll reports must be input into the Port of Oakland's Web Accessed Monitoring System (WAMS) within one (1) week after a subject payroll date. All firms are required to register with Hill International's subsidiary (MyLCM Solutions Inc.) to submit certified payroll reports. Instructions for using MyLCM will be given to the selected Proposer.
7. 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

The Port has scheduled a **Mandatory Pre-proposal** meeting on the date indicated in the table labeled "Proposal Information" (on the first page of the invitation for this RFP), to review the 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). Proposers may include catalog pages, brochures, & related marketing materials in the submitted proposal, as a separate attachment.

Submittal Format:

Responses may not be longer than 16 pages (single 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. Please no binders 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. Provide any other relevant information that demonstrates your knowledge and experience. 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:** Provide an overview describing the general approach, scope of services, and methodology of your company's ability to fulfill the general functions required in this RFP. Please use this section to describe the services you propose to provide to the Port. Your services can be above and beyond the requirements listed in the "Scope of Service" section. Your plan and approach should include (but not limited to):
- a) The minimum requirements and any optional design requirements
 - b) The anticipated schedule of activities from a date of award for hardware and software design through installation of the final product
 - c) System support through the life of the fuel management system
 - d) Type of devices your company anticipates using
 - e) An overview of the dashboard with sample reports
 - f) The plan to migrate from our existing FuelMaster system to the proposed system
 - g) Your proposed contingencies if both systems fail upon migration
5. **Proposed Costs:** Provide your cost for the proposal on the Proposal Worksheet. You may attach any proposed fee schedule to further explain your costs. It is important that you provide your fee schedule so that the Port can evaluate your proposal. Additional detail regarding your fee schedule can be provided on a separate sheet of paper but not in place of completing the cost information requested in the Cost Proposal column, do not refer to "see attached" in the Proposal Worksheet. If costs are included or do not apply you may note "Included" or "N/A" in the noted column.
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 Fuel Management Software & Hardware System as evidenced from your response to item 2 of Submission Requirements section.	20%
3	<u>Plan and Approach</u> As evidenced from your response to item 4 of the Submission Requirements section.	30%
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.	15%
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; reproduction of construction contractor's submittals; reproduction of Design Completion Consultants' submittals; 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 Maintenance Agreement

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 one-year maintenance contract as part of the base bid and will have the option to issue four (4) one-year extensions not to exceed a total period of 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.

RFP No.: 15-16/17, Fuel Management Software & Hardware System

(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.: 15-16/17, Fuel Management Software & Hardware System

I hereby certify that I _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), will 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.

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.

Signature

Print Name

Title

Date



PORT OF OAKLAND

RFP Acknowledgement and Signature Form

RFP No.: 15-16/17, Fuel Management Software & Hardware System

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: _____

**RFP No.: 15-16/17, Fuel Management Software & Hardware System**

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 cost proposal, unit prices, yearly amounts and totals, must be filled out completely. Table B and C in the Proposal Worksheet are an example of the kinds of additional products or 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 products or support that the Port will be ordering in the future.

A. Automated Fuel Management System

Line No.	Description	Cost Proposal
1	Complete turnkey Fuel Management System solution as described in the Scope of Work within this RFP for all three site locations. Proposal price shall include, but not limited to, labor, equipment and materials to furnish and install the Fuel Management System; labor, equipment and materials to setup, test, and maintenance for a period of 1-year the Fuel Management System	\$
2	System training for Port of Oakland staff	\$
3	Maintenance and Software System Upgrade Fees for year 1 of the Fuel Management System (if applicable)	\$
4	Additional costs not noted above	\$
	Applicable Tax 9.50% (Alameda County Tax Rate)	\$
	Total Cost	\$

B. Other Related Fuel Management System Costs

Line No.	Description	Cost Proposal
1	Annual web-hosting fees	\$ /year
2	Unit cost for additional on-board technology device (ie OBD-II interface)	\$ /unit
3	Unit Cost for additional on-board technology device heavy duty equipment (ie J1708 or J1939 interface)	\$ /unit

C. Global Positioning System (Optional)

Line No.	Description	Cost Proposal
1	GPS Tracking Device for light duty vehicles	\$ /unit
2	GPS Tracking Device for Specialty/Heavy Duty Vehicles	\$ /unit
3	Training for installation, activation and utilize GPS Software	\$
4	Maintenance and System Upgrade Fees	\$
5	Annual web-hosting fees	\$
6	Additional 3-year warranty	\$
	Sub-Total of Lines 1-8	\$
	Applicable Tax 9.50% (Alameda County Tax Rate)	\$
	Total Cost	\$

D. On-Going Annual Fuel Management System Software Licensing and Maintenance

Line No.	Description	Cost Proposal
1	Software licensing and maintenance fee for year 2	\$
2	Software licensing and maintenance fee for year 3	\$
3	Software licensing and maintenance fee for year 4	\$
4	Software licensing and maintenance fee for year 5	\$

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.portoakland.com/srd/>. For questions regarding certification, you may contact the Social Responsibility Division at (510) 627-1627 or SRDAdmin@portoakland.com. 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. Donna Cason (510) 627-1252, or dcason@portoakland.com in the Port's Social Responsibility Division.



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	
(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	CONTRACT PAYMENTS					
				(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	BUSINESS PHONE NUMBER	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) 627-1419. 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

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	
(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	CONTRACT PAYMENTS					
				(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	BUSINESS PHONE NUMBER	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.: 15-16/17, Fuel Management Software & Hardware System

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.

Signature

Print Name

Title

Date



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 \$1.93 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.: 15-16/17, Fuel Management Software & Hardware System

I hereby certify that I _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), has reviewed the Living Wage Requirements, included herein as Attachment 8 to this Request for Proposal and will comply with said Requirements. Upon execution of an Agreement, the selected consultant will be required to complete the 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.: 15-16/17, Fuel Management Software & Hardware System

I hereby certify that _____ (Legal Name of Respondent) agrees to meet all of the Port's Insurance requirements included in this Request for Proposal or included in the Professional Services Agreement (Attachment 10) 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.

Signature

Print Name

Title

Date

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»

**[Fuel Management Software and
Hardware System]**

(Contract No. _____)

Dated

«EffectiveDate»

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PROFESSIONAL SERVICES AGREEMENT

«CONSULTANT»
(«Services»)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into on _____, between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (“Port”), and «CONSULTANT» (“Consultant”), identified on Appendix D, 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 payments 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 E) at:

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

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

7. INSURANCE.

At its own expense, the Consultant shall maintain in force during the term of this Agreement insurance type(s) and in the amount(s) required by Appendix C hereof.

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. LICENSE GRANT; HARDWARE:

Subject to the terms of the Agreement, and in exchange for the payments to be made by Port in accordance with Appendix B ("Payment"), Consultant shall sell, assign, convey, transfer and deliver to Port, and Port shall purchase, receive and accept from Consultant, all of Consultant's right, title and interest in and to all Hardware.

Consultant shall license to Port on a perpetual, non-exclusive and royalty-free basis, and Port shall license from Consultant, all software described in Exhibit A to use and operate the work.

13. AUDIT/INSPECTION OF RECORDS.

13.1 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.

13.2 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 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.

13.3 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.

13.4 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 Landlord of Tenant's books, records or data with respect to this Lease (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 Landlord not addressed in the immediately preceding clauses (a) or (b), and regardless of whether or not Landlord 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. COVENANT AGAINST CONTINGENT FEES:

21.1 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.

21.2 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 contract or contracts through improper influence.

21.3 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 contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

21.4 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 contract.

21.5 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 contract on any basis other than the merits of the matter.

22. 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.

23. COMPLIANCE WITH LAWS.

23.1 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.

23.2 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.

23.3 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:

- a. 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;
- b. 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;
- c. 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
- d. All terms used in this Section 23.3 and not defined shall have the meaning ascribed to such terms in the respective applicable Living Wage laws.

24. 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 identified in Appendix D 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.

25. 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.

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
_____ 2016.

DANNY WAN
Port Attorney

Port Resolution No. «Resolution»

P.A.#: 2016 - _____

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

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» (“Consultant”) for the provision of professional services.

SCOPE OF WORK

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

TERM OF AGREEMENT:

- A, The term of this Agreement shall be for ____year(s) commencing _____and terminating _____.
- 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.

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**» (“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 Agreement Price 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 attached schedule.

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 Travel Costs. Consultant shall obtain written approval of the Port Project Manager for all travel costs prior to submitting the invoice for reimbursement of these costs. The Port Project Manager will review and determine, in the Port's sole discretion, whether the travel costs are reasonable and reimbursable based on the Port's Travel Authorization and Reimbursement Policy/Administrative Policy No. 406. (The Port will provide a copy of AP 406 to Consultant upon request.) The reasonable expense of travel costs incurred by Consultant when requested by Port to travel to a location more than 50 miles from either the project site, the Consultant's office(s), or the Port's office, incurred.

3.2 Delivery Costs. Courier services and overnight delivery costs incurred.

3.3 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Contract Documents, if any, incurred.

☐ 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.**

APPENDIX C - INSURANCE

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 unless otherwise approved by Port Risk Management.
- **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 involve 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 unless otherwise approved by Port Risk Management.
- **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. Contractor’s Pollution Legal Liability Insurance

- **When Required:** If the Services involve any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials.
- **Coverage:** Contractor’s Pollution Legal Liability occurrence or claims made form.
- **Limits:** \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per occurrence unless otherwise approved by Port Risk Management.
- **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.
- **Additional Term if Claims Made Form:** 2 years following completion and acceptance of the Services.
- **Definition of “Covered Operations”** shall include All work performed by Consultant or its contractors or subcontractors.

4. 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 unless otherwise approved by Port Risk Management.
- 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.

5. Professional Liability Insurance

- **Coverage:** For errors and omissions arising out of the Services.
- **Limits:** \$1,000,000 per claim and annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per claim unless otherwise approved by the Port Risk Management.
- **Additional Term:** 2 years after completion and acceptance of the Services.
- If the Services involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Services involve outsourced technology or internet services, Network and Media Liability coverage.

Other Insurance Requirements:

- **Capital Improvement Projects are subject to conversion to PLIP.** The Port reserves the right (but shall not have an obligation) to include this Agreement in an owner controlled Professional Liability Insurance Program (PLIP), or to purchase project specific or wrap up insurance when the services provided by the Consultant support a capital improvement project. In the event that a PLIP program is instituted, the Consultant and its independent contractors shall comply with the requirements of the PLIP program, as that program is generally described in Port's Professional Insurance Procedures Manual, which is available in the office of the Port Attorney, as such may be modified from time to time. Consultant's obligations under this subsection shall be specifically enforceable. Notwithstanding the foregoing, the Port makes no representations or warranties that it will obtain the insurance authorized by this subsection, and Consultant expressly disavows reliance on any such representations or warranties.
- **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 D

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)

Contact Individual / Position:

Telephone No.:

Facsimile No.:

E-Mail Address (if any):

Website (if any):

Tax Identification No.:

APPENDIX E
PROJECT MANAGER

Division Director

Technical Manager

ATTACHMENT 11

Horizontal Labeling Standards

Horizontal Labeling Standards in Accordance with the Proposed EIA / TIA-606-A

Introduction

The new labeling standard as presented in the EIA/TIA-606-A addresses the need for an independent and scalable labeling standard in the administration of telecommunications cabling infrastructure. In order to standardize and administer the totality of infrastructure here at the Port of Oakland it is necessary to have a complete standard for labeling so that technicians do not need to reinterpret the labeling as they move from one building to the next. Contractors need a concrete labeling scheme furnished to them so that they can make their products as useful as possible to us.

According to the 606-A standard, what we are presently concerned with would be considered a class 3 labeling standard. We have multiple buildings and outside pathways that must be documented. All identifiers are independent and scalable. All labels read from the general to the specific from left to right. It should be noted, that by horizontal cabling we are referring to any piece of the cable plant that feeds directly from a Telecommunications Room out to a users outlet or work area. This includes cable that feeds out to a consolidation point in the work area.

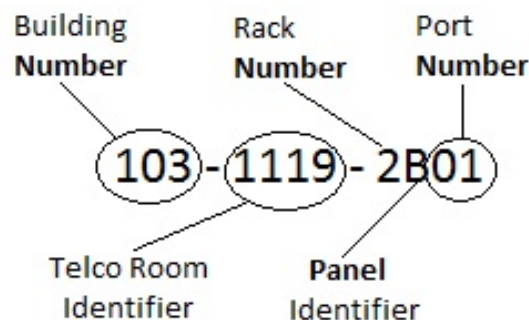
Particulars of the Standard

Every component of the telecommunications infrastructure is to be labeled in an independent manner. The most critical point of a standard built around the 606A is that horizontal labeling is based on a point of origination. Each horizontal cable is labeled on both ends with an identifier that locates it's termination point in the appropriate Telecommunications Room.

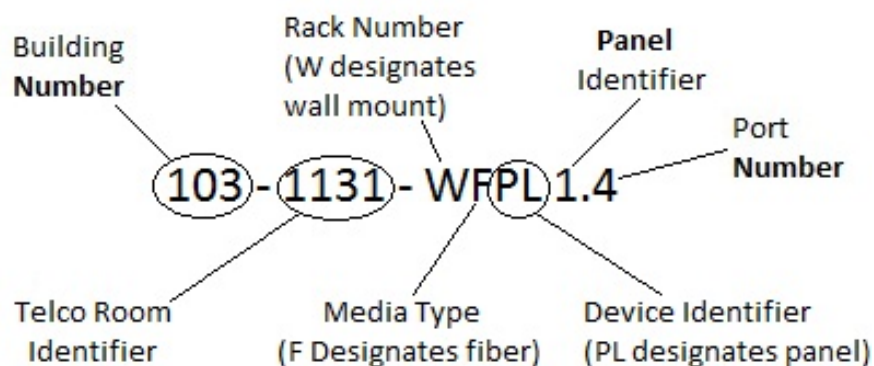
Label Target	Example	Explanation
Building	103	Port of Oakland building number
Telecommunications Room	1119	1 st digit signifies floor (1 st Floor Room)
Telecommunications Room	2092	1 st digit signifies floor (2 nd Floor Room)
Port Number	15	Designates port number 15
Communication Panel	A	Designates Panel A in Telco Rack
Fiber Panel	FPL1	Designates the first Fiber Panel in a Telecommunications Room

Reading a Name

These individual identifiers can be combined to create an overall and accurate picture of a cabling plant. Each individual piece of hardware will require a minimum amount of labeling that can be combined in the documentation to specify a particular piece of hardware. A name is constructed combining the pertinent labels from the appropriate infrastructure elements. For purposes of saving cable tests, the full name should include **building number, Telco Room number, rack number, patch panel letter and port number**.



For non-UTP horizontal terminations, more description is necessary and the format below will be followed.



Examples

Horizontal examples:

102-2092-1A45

UTP cable originates in Building 102, Telecommunications Room 2092.

UTP cable originates in Rack #1, Patch Panel A, Port 45.

103-1119-WA37

UTP cable originates in Building 103, Telecommunications Room 1119

UTP cable originates in wall mounted Patch Panel A, Port 37.

103-1067-4A37

UTP cable originates in Building 103, Telecommunications Room 1067

UTP cable originates in the Rack #4, Patch Panel A, Port 37

Non-UTP in horizontal installation examples:

0047-1A-2FPL1.1

Fiber Panel is located in Building 47, Telecommunications Room 1A

This is the first fiber port in Rack #2, Fiber Panel #1

0155-1A-WXPL1.1

Coaxial Panel is located in Building 155, Telecommunications Room 1A

This is the first coaxial port in wall mounted coaxial panel 1, Port #1

The Standard in Implementation

Having a new labeling standard does not help anyone without a plan to implement that scheme.

Implementing a new labeling scheme for as large a body as this is going to be a long multi-step process.

The first and most important step of which is to make sure that any new installations are labeled in accordance with the new scheme.

New installations should follow the scheme as laid out above.

How to Label:

Buildings

For purposes of identifying buildings see the appropriate section of the Backbone Cable Labeling Standard.

A Telecommunications Room

For purposes of identifying Telecommunications Rooms see the appropriate section of the Backbone Cable Labeling Standard.

A Telecommunications Rack

For purposes of identifying Telecommunications Racks see the appropriate section of the Backbone Cable Labeling Standard.

Patch Panels and Termination Blocks

Data Use

1. Termination Blocks or Patch Panels shall be labeled with an alphabetical identifier. This identifier for a rack mounted panel should begin with the letter A and continue on through the alphabet as more patch panels are added to that particular rack or wall space.
2. Labeling of panels or punch blocks with letters will begin again with A as more blocks are added in a different termination zone. For example, labeling of panels should begin again with the letter A for each new rack and the labeling of panels on the wall should begin with A.
3. Individual ports on the panel should be numbered in ascending order. If not printed on the panel by the manufacturer, the installer is responsible for making sure that each port is labeled with its own number.

Conduit and Innerducting

For purposes of identifying innerduct and conduit see the appropriate section of the Backbone Cable Labeling Standard.

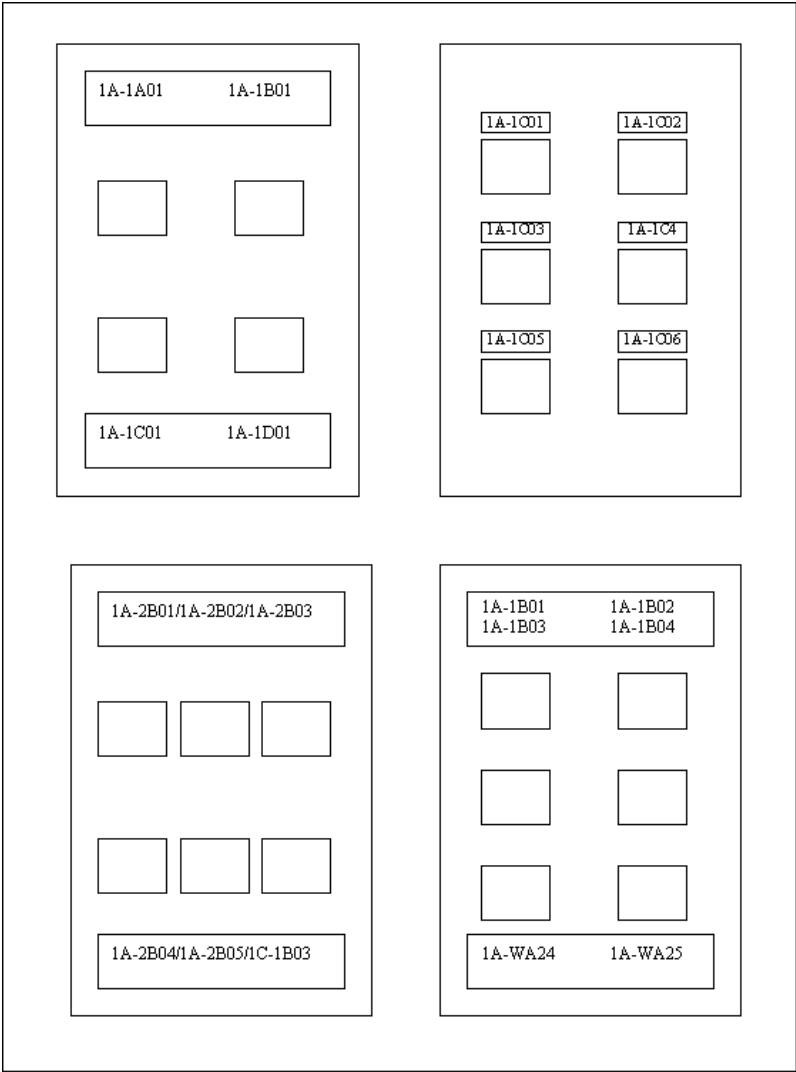
Horizontal Cable and Outlet Boxes (See figure 1)

1. Each end of the horizontal cable should be labeled on the outside jacket of the cable within 12 inches of the termination points. Horizontal cables need no building identifier placed on the cable itself. This label will follow the conventions outlined above with a typical label being 1A-1A03.
2. Outlet boxes shall be labeled on the appropriate area with the name of the cable without the building designator. For example, the outlet connection for 0047-1A-1B05, should be labeled 1A-1B05.

Conclusion

This document covers the most common labeling needs for the installation of horizontal cable and conduits across the Port of Oakland. There are a number of more specific situations covered in the EIA/TIA 606A labeling standard. If you have any questions concerning these standards and their interpretation in reference to the Port of Oakland contact the Aviation IT Manager.

Figure 1



References

<http://net-services.ufl.edu/infrastructure/labelstandardhorizontal.htm>
<http://net-services.ufl.edu/infrastructure/labelstandardfiber.htm>
<http://www.cablinginstall.com/index/display/article-display/179127/articles/cabling-installation-maintenance/volume-11/issue-6/contents/installation/boiling-down-the-606-a-labeling-standard.html>
<http://www.bicsi.org/pdf/conferences/winter/2009/presentations/TIA-606-B%20-%20The%20New%20Updated%20Standard%20-%20Todd%20Fries.pdf>

ATTACHMENT 12

Port IT Conduit and Cable Standards

1. Pathways

1.1 Conduits

- All conduit work must be approved by Facilities prior to installation.
- Power lines shall not run in communications conduits.
- EMT, IMC and Rigid metallic conduit shall be reamed and have a bushing installed.
- The maximum number of cables that can be installed with two 90-degree bends is 40 percent of perfect fill.
- Conduit fill shall be reduced by 15 percent for each additional 90-degree bend, not to exceed 360 degrees of bend.
- Conduits shall not run more than 150 feet or have more than two 90 degree bends without pull-boxes.
- Each conduit shall have a pullstring inserted and tied off at each end.
- One 4 inch conduit entering the IT IDF room and one 4 inch conduit leaving the IT IDF room shall have three, 1-1/4", orange-colored, innerducts or four 1-inch orange-colored innerducts installed with pullstrings in each.
- All conduit bends shall be long sweeping bends.
- The inside bend radius for conduits sized 2 inches or less shall be a minimum of 6x the internal diameter of the conduit.
- The inside bend radius of conduits sized greater than 2 inches shall be a minimum of 10x the internal diameter of the conduit.
- All conduits shall be labeled on both origin and destination ends. (See Port IT Network Labelling Standards)

1.2 Conduits – Buried

- **Physical clearances**
 - Minimum of 3 inches when near power, light, and other conduits.
 - Minimum of 6 inches when crossing oil, gas, water, and other pipes.
 - Minimum of 12 inches when running parallel to oil, gas, water, and other pipes.
 - Minimum of 12 inches when below the top of railroad rails.
- **Burial depths**
 - Consult NEC article 300-5
- **Warning Tapes**
 - Orange colored, detectable, plastic warning tapes shall be install to prevent accidental dig-ups.

1.3 Cabletrays

- Cabletrays shall be a standard twelve inches wide and mounted at least 8 feet above finished floor.
- Cabletrays shall be supported to carry the rated weight.
- Cabletrays parts shall be bonded to a number 6 AWG copper conductor and connected to the grounding busbar.
- Exterior cable tray shall be enclosed and shall be factory perforated for ventilation and drainage.

1.4 Innerducts

- Innerduct shall be installed in all conduit systems where fiber optic cable is placed.
- For new multiple conduit installations, three 1-1/4" innerducts or four 1" innerducts shall be pulled and shall include pull strings.
- Innerducts shall be labeled ever 150 feet. Label shall include source and destination.

1.5 Power Poles

- Dual channel, vertical, power poles may be used to feed modular furniture that is not adjacent to a wall outlet.
- Power poles shall be fed with 3/4 inch EMT conduit.
- Power and communications shall be routed in separate channels.

1.6 Direct Burial

- Direct burial shall not be used as a cable installation method on the PORT campus.

1.7 Surface-mount

- Surface-mount raceways shall be used only if there is no other alternative pathway for cables. Prior approval by PORT IT is required.

1.8 Raised Floors

- Cables shall not lay on the floor. Cables shall be installed in a cable tray suspended above the floor.

1.9 Pull Boxes

- Sized according to the NEC, unless specific sizes are specified.
- Conduits shall not run more than 150 feet or have more than two 90 degree bends without pull boxes.
- Conduit entry points shall be placed at opposite ends of the pull box if possible.

1.10 Maintenance Holes

- Shall have an H-20 or higher rating for deliberate heavy vehicular traffic for non-airfield installations.
- Airfield installations shall have an aircraft rating.
- Maintenance holes shall be sized a minimum 4 feet long x 2 feet wide x 4 feet deep (4' x 2' x 4') to allow the coiling of 50' of extra fiber optic cable.

1.11 Ductbanks

- If rigid nonmetallic PVC is used, all conduits shall be schedule 40 or 80, and all bends shall be schedule 80.
- Ductbank installation shall meet state general order #128 codes.
- Conduits shall be encased in concrete and shall have an orange electronic marker strip for future location purposes.

1.12 Man-holes

- Manholes shall be tested for explosive and oxygen-displacing gases, prior to entry.
- Manholes shall be exhausted and ventilated as required.
- Manholes having abnormal gas levels shall be reported to the IT Manager for record-keeping.
- New manhole dimensions shall not be less than 12 feet long x 6 feet wide x 10 feet high. (12' x 6' x 10")
- Distances between manholes shall not exceed 400 feet, 500 feet is allowed in special cases (Consult PORT IT).
- Bend radii of conduit entering manholes shall be 9 feet minimum.
- New manholes shall have cable rack supports, cable hangars, and a metal ladder secured to the structure.
- Manhole covers shall be numbered by welding the numbers on top of the manhole cover.
- Manhole numbers shall also be painted on the inside collar of the manhole.

1.13 Aerial Pathways

- Poles shall not be set except for temporary projects and only then with approval from the PORT Project Manager.
- Communications cable shall be mounted 40 inches below any power lines and 15.5 feet above streets and driveways.

- Aerial cable spans shall not exceed 98 feet to the building.
- Aerial cable entrances shall be limited to 100 pairs.

1.14 Firestopping

- All penetrations made through fire-rated structures by conduits, cables, innerducts, cable trays, and duct banks shall be sealed with approved firestopping materials.
- Firestopping materials shall be sufficient to restore the fire-rating of the penetrated structure.
- Putty-type firestopping material is preferred for ease of firestop reentry.

1.15 Core Drilling

- Core drilling concrete floors may be permitted with approval from PORT Engineering provided that structural integrity is not compromised.
- The concrete shall be X-rayed prior to drilling, and that X-ray given to the Project Manager along with a request for core drilling.
- The concrete slurry from the drilling operation shall not be allowed to stain anything either above or below it. Provisions shall be made to protect the environment and contain the slurry.
- All spillage shall be cleaned up.
- The core-drilled opening shall be properly firestopped.

2. Pathway Installation Methods

2.1 Copper

- In ceilings, copper cables shall never be pulled directly over suspended ceiling tiles or fluorescent light fixtures.
- Hook and loop cable ties may be used to secure copper cables.
- Adhesive-mounts, one inch square, can be used on metallic surfaces to secure cable ties. e.g., equipment cabinets and racks.
- Screw-mounts, one inch square, can be used on backboards provided that they are secured with flat-head mounting screws.

2.2 Coaxial

- Similar to copper.

2.3 Fiber

A. Pulling

- Fiber pulling tension shall be limited with either break-away swivels or the use of a slip-clutch capstan rated at the manufacturer's recommendation.

B. Supporting

- Hook and Loop ties shall be used to secure fiber optic cables.
- Cable ties shall not be used.

C. Splicing

- All splices shall be fusion splices. Mechanical splices are not permitted.
- Splices shall be protected in approved splice cases.
- Underground splices shall be enclosed in a waterproof splice case.

D. Connectorizing

- Connectors shall not be installed and polished in the field.
- Only pre-ultra PC-polished (for singlemode) and regular polish (for multimode) pigtails shall be fusion spliced to the cable.

2.4 Microwave

- To be determined, Consult PORT Project Manager and PORT Information Technology and Telecommunications for details.

2.5 Wireless

- To be determined, Consult PORT Project Manager and PORT Information Technology and Telecommunications for details.

2.6 Rooftops

- Rooftop Junction Box: One junction box for each Vertical Cable Riser with two 4" conduits for each junction box shall be provided on the building rooftop. Each IT junction box shall be connected to the closest IT room via two 4" conduits.

2.7 Antennas

- Antenna Support: Install antennas using existing roof antenna mounting facilities. Contact PORT Information Technology and Telecommunications for details.
- Antenna transmission lines should follow the manufacturer's specifications on minimum bending radius, connector installation, and support requirements; wrap-lock or other smaller support equipment are not permitted.

3. Equipment

3.1 Copper

A. Backbone Cables

- Voice

Sufficient pairs of 22 AWG, 100 ohm, UTP, OSP, CAT3 UTP shall be installed, from MDF to all other IT IDF rooms, to cover current and future needs of telephone wires and data circuits for the area served by that particular IT room. Sufficient telephone wire-pairs from IT service provider shall also be brought into MPOE of the building to cover current and future needs of telephone wires and data circuits for the building.

- Data

Data Cables: Sufficient quantity of 24 AWG, 100 ohm, UTP, 25 pair CAT5e shall be installed from the MDF to all other IT IDF rooms in the building. All Category-5e cables shall be terminated on 110 blocks installed on a wall of the IT room with fire rated plywood.

B. Horizontal Cables

- Cat-6 UTP: Sufficient quantity of 24 AWG, 100 ohm, UTP Category-6, 4-pair UTP shall be installed as an universal structured cable for the structured cable plant at each building. These Cat-6 cables shall be used as a universal cable for all IT needs, including telephone, data, fax, video, audio, etc. Cat-6, 4-pair, UTP cables shall be installed at all conceivable required Locations and for future expansion needs. Each location shall be installed with a minimum of two, Cat-6, UTP cables. Termination of the Cat-6 UTP cables shall be on CAT6 RJ45 jacks on a six-slot single-gang faceplate. All terminations of Cat-6 UTP cables shall conform to EIA/TIA-568B standard.

C. Cross Connect Jumpers

- 24 AWG, 100 ohm, UTP, CAT6.

D. Data Cables

- All Cat-6 Data UTP cables shall be terminated on a patch panel inside the equipment rack. All data UTP cable termination shall conform to EIA/TIA-568B standards. Wire-minders shall also be installed for cable management.

E. Control/Low Voltage Cable

- Follow manufacturer's recommendation.

F. Speaker Cable

- 14 AWG, unshielded, twisted pair.

Equipment Cabinets

Provide standard 19 inch, 7 foot high

3.2 Coaxial

A. Cable TV (CATV)

- The cable used depends upon the length of the run.

B. Closed Circuit TV (CCTV)

- The cable used depends upon the length of the run.
- Video CCTV runs greater than 1500 feet must use fiber optic cables.

3.3 Fiber Optic

A. Backbone/Backbone Cables

- Fibers Optic cables that are run underground shall have fifty feet of cable coiled up in every other manhole along the run. These cables shall be dressed neatly and secured to the inside walls of the manhole.
- Fibers Optic cables that are run underground shall have three labels attached. One label shall be attached on the spare coiled-up fiber or in the center between the entrance and exit of the manhole. One label shall be attached within twelve inches of the entrance and one label within twelve inches of the exit of the conduits in the manhole. (See PORT IT for Labels)
- For cables installed within buildings, a minimum of one 24-strand, SM, 8.3/125µm, fiber optic cable shall be installed inside inner-duct from the MDF to all other IT IDF rooms in the building. All fiber optic cables shall be terminated in fiber patch panel enclosures installed inside a standard 19"W 7'H equipment rack.

B. Horizontal Cables

- 6-strand SM fiber optic cable shall be provided to all conceivable required locations for high-speed IT devices. Terminations of all fiber optic cables shall conform to EIA/TIA-568ST standard.

C. Patch Panels – Wall mount

- All fibers shall be terminated with standard ST connectors in fiber patch panels. Terminations of all fiber optic cables shall conform to EIA/TIA-568ST standard.

D. Patch Panels – Rack mount

- In equipment racks in PORT MDF/IDF rooms, use:
 - 72 port patch panels – match existing.
 - Lockable front covers are required.

E. Fiber Optic Adapters

- Fiber optic adapters shall be color coded to differentiate between singlemode and multimode fibers. adapters for singlemode and beige-colored adapters for multimode are the accepted standard

F. Fiber Optic Pigtails

- Pre-polished connectorized pigtails are fusion spliced to the cable. Connectors shall not be installed and polished in the field.
- Singlemode – Siecor cable (or equal), 6 foot (2 meter) length, ultra PC polish, Siecor "ST" connector, fusion spliced, heat shrink protected on the splice.

- Multimode - Siecor cable (or equal), 6 foot (2 meter) length, regular polish, Siecor "ST" connector, fusion spliced, heat shrink protected on the splice.

G. Fusion-splice Protection Sleeves

- Any reliable protector is acceptable. Heat shrink sleeves are preferred.

H. Fiber Optic Jumpers

- For single fiber circuits, use single strand jumpers. For duplex fiber circuits, use zipcord jumpers.

I. Innerduct

- Plenum installations.
 - Any plenum-rated innerduct that has the plenum rating visibly stamped on the outside of the innerduct.
- Riser installations.
 - Any plenum-rated or riser-rated innerduct that has the rating visibly stamped on the outside of the innerduct.
 - If the riser transitions to a plenum, then the innerduct shall be plenum-rated.
- EMT, IMC or rigid conduit installations.
 - Any ribbed PVC innerduct in straight underground installations where the bending radius allows.
 - Any corrugated PVC innerduct.

J. Keys, Locks, and Anti-tamper Tools

- All keys and anti-tamper tools for the patch panels shall be given to PORT IT, and shall be keyed alike.

ATTACHMENT 13

New Systems IT Standards and Requirements

A. IT Standards for New Applications

General Policies Review

- Information Technology (IT) must approve all Software and Hardware.
- Suppliers are not authorized to install software or hardware under any circumstances without approval of IT.

Software

General

- All new software must be 32BIT or 64BIT. 16BIT applications WILL NOT be allowed in the production environment.
- All applications must be multi-threaded.
- Any software requiring Administrator rights will be rejected. Exceptions must be justified, e.g. Administrator rights needed for Installation only.
- All new software must be at a minimum compatible with Windows 2008. Suppliers must provide a letter certifying that the product is either certified for Windows 2008 or greater or is compliant with Microsoft's standards.
- Dongles (hardware licensing keys) are not approved for usage within the environment. Suppliers need to supply a soft key that does not adversely impact the handling of the equipment.
- Modems are not approved for usage within the environment. Suppliers need to provide an alternative method for connecting through the Internet.
- Hard-Coded IP addresses are not allowed. The application should depend on DNS name resolution and have provision for using FQDN (fully qualified domain names).
- Software cannot require an auto-download of components or updates.
- Software requiring data connectivity must be able to interface with our enterprise solution for data connectivity. In the event the database is not one of the standard approved ones (see Section 4: Databases for additional information.) the supplier must supply the connectivity dependency, along with full support.
- Beta and evaluation software may not be installed on production systems.

Server Applications

Applications fall under multiple types of servers based upon the server requirements, which can include one or more of the following:

- File Server (database)
- Application Server
- Terminal Server
- Web Server

General

- All server applications will be 100% VMware vSphere compatible.
- All applications must be able to run on Windows 7 64 bit, windows Server 2012, or Windows Server 2008 R2 with the capability to migrate to Microsoft Windows Server 2012.
- Applications must be 32 BIT or 64BIT. 16BIT applications WILL NOT be allowed in the production environment.
- All continuously running applications must run as a service in the background. No application will be allowed on a production server if it requires a user to be logged on in order to run.

- For no reason should any Application data reside on the system drive. If in question contact IT for clarification of where your data should be located. If any non-approved data resides on any C: drive, it may be deleted without notice.
- Under no circumstances, shall any changes be made to any server running MS Windows, without prior approval by IT and an approved Change Control on a production server. Furthermore, NO hardware is to be reconfigured, replaced, or otherwise touched by anyone other than a member of IT or a pre-approved, qualified "CE".
- All network based applications and servers must be able to use IPv4 addressing for network communication.

Database Technology

- Data must be stored within the approved database, which is MS SQL Server Version 2008 or greater, but preferably MS SQL Server version 2012.
- All database services must run as a domain service account supplied by IT.
- File System based data stores like MS Access, COBOL data files, or any other proprietary data file format that does not use a Server/Engine for database connectivity must be reviewed and approved by IT prior to piloting or rollout.

Databases

If data is to be stored within any database other than PORT approved databases, the following is required from the supplier:

- All licensing for database and drivers for connectivity.
- A clearly documented strategy for automated/unattended daily backups and a restore strategy should be provided by the supplier.
- Support 24x7, including Backup and Restore of data.
- IT must review and approve usage of database.

If data is to be stored within an MS SQL database, the following standards must be met:

- Applications that access the database must be located at PORT.
- It is understood the PORT SQL DBA Team installs SQL Server using the typical installation with typical sort order and character set.
- During installation a temporary System Administrator user id will be created for application installation. This will allow all objects to be created with the owner 'dbo'.
- Applications are not allowed use of the SA login nor are they allowed the use of the "System Administrator" server role after installation.
- Database ownership must be 'sa' and no user is allowed to be in the 'db_owner' role. All attempts will be made to remove dbo from the application.
- Databases must be in "Full" or "Bulk-logged" recovery mode to ensure point-in-time recovery.
- All database objects must be owned by 'dbo'.
- Applications must have ability to reside on a separate server from the database.
- Applications must have an acceptable Purge Plan documented in writing.
- No application will use SQL Authentication except if application is connecting using an application user ID for all DSNs from all computers or web server. This exception must be documented in writing and be approved by the PORT SQL DBA.
- All applications must agree to have a new version upgrade 12 months after a major version release and 6 months after a Service Pack.
- All changes to the database schema must go through the DBA in the form of scripts or be part of an upgrade process. No ad-hoc schema changes.
- All application team must provide the DBA a schema view of the database with indexes for review; this should be documented in writing.

Testing and Certification

In order for any application to be put on a production App Server, the application must go through a Testing Phase and a Certification phase.

Testing Phase

The Testing phase will consist of loading the application on a test machine. Application functionality, network response time, and connection reliability along with many other factors will be tested during this phase. Applications will be tested for an agreed amount of time in the test environment. A determination will be made at the end of the agreed time on whether the team will go forward with the project. If the testing is successful, the application team will submit a request for space in the Certification environment.

Certification Phase

The Certification phase will consist of loading the application on a Certification machine. The application will be tested using simulated load software. Once the application was been successfully tested for 72 hours, it will be certified to go into production. Applications that do not get certified will not go to production.

Terminal Server

Introduction

With the release of Windows 2000, Microsoft has integrated Terminal Services within its OS. This allows users to open a remote desktop session via RDP into any machine running Windows 2000 or higher. By default, W2K is installed in Remote Administration Mode which allows only 2 Admin users on at one time. However, a box could be made into an "Application Server" which allows any domain-authenticated user to establish sessions to that terminal server. This document will be referring to Windows 20XX servers built as an Application Server.

Requirements

The application must meet the following requirements before being put on a production Application Server.

- All applications must go through a Testing Phase and a Certification phase.
- As stated in section 5.2, these steps must be performed to provide the utmost stability. Therefore, if an application does not go through testing and certification, it will not be allowed into production.
- The application must run under Windows 7 64 bit, Windows Server 2012, or Windows Server 2008 R2.
- Terminal Services cannot pass the IP of individual clients to an application.
- Multi-user applications that require each user to have a unique IP address do not work properly with Terminal Services.
- Applications that subvert, lock, or monopolize resources will not be hosted. This is in order to provide a stable production environment for everyone.
- Terminal Services will not be used to get around Workstation Lockdown.
- Workstation Solutions will be your contact for any applications that can/will be put on a workstation.
- Terminal Services will not be used for multimedia applications (i.e. require streaming video, sound, etc.).

Note: Terminal Services Client is installed on client workstations running applications on a Terminal Server.

Security Policies & Architecture

Any violation of the Port of Oakland Security Policies can result in disciplinary action, up to and including termination of employment for an employee or expulsion from all Port sites for a supplier.

- Any communications between non-Port and Port networks must be reviewed and approved by IT prior to piloting or rollout. (i.e. Connection thru Internet, External supplier support)
- Any equipment that will connect to PORT networks that will be accessible to non-PORT personnel must be reviewed and approved by IT prior to piloting or rollout.

- Any systems attaching to the PORT network that will be using the wireless network as the connection must be reviewed and approved by IT prior to piloting or rollout.
- No Port data will be exported and copied externally without the approval of IT.
- Active directory security will be utilized for all applications. Exception must be approved by IT.
- When credit card numbers are utilized in an application the application must be PCI compliant.
- Where applicable (law enforcement) security must be CJIS compliant.

Firewall Access

Requirements for Firewall Access must be reviewed and approved by IT. Upon approval, required accounts must be created and setup.

VPN for Suppliers

Requirements for VPN access by suppliers must be reviewed and approved by IT.

Access to Internet Site

Requirements for Internet access must be reviewed and approved by IT.

Security

For any security questions please send a Request for Information.

Hardware

Image Capture Hardware

All image capture devices and peripherals (document scanners, multi-function document scanners, digital cameras, etc.) must be approved by the IT department.

All drivers for all image capture devices and peripherals must comply with Windows system directory standards, e.g., the drivers must not write to any file in the windows system directories.

Image/Document Storage Devices

All image/document storage devices/peripherals must be approved by IT.

Procedures for Upgrades to Existing Software

1. Provide 4 weeks' notice of intent to upgrade.
2. Provide complete documentation of functionality of upgrade.
3. Provide installation and upgrade instructions.
4. Supply media, which contains the upgrade.
5. PORT will install upgrades as noted in Section 5.2.
6. Once certified PORT will install upgrade on the Production server.