

# **REQUEST FOR PROPOSAL**

for

## **Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade**

**13-14/13**



**PORT OF OAKLAND**

PURCHASING DEPARTMENT  
530 WATER STREET  
OAKLAND, CA 94607



## PORT OF OAKLAND

### REQUEST FOR PROPOSAL

#### **RFP No.: 13-14/13 Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade**

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**

<b>Proposal Title</b>	Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade
<b>Proposal Type</b>	Service
<b>Proposal Number</b>	<b>13-14/13</b>
<b>Proposal Issued</b>	March 7, 2014
<b>Issuing Department</b>	Aviation Security
<b><u>Mandatory</u> Pre-proposal Meeting and Airport Tour</b>	March 21, 2014 at 9:00 a.m. Oakland Airport, 1 Airport Drive, Oakland, CA 94621 (Terminal 1 - 2 <sup>nd</sup> Floor) <b>Note:</b> All Proposers are required to attend this mandatory pre-proposal. Failure to attend the pre-proposal meeting will result in Proposer being deemed non-responsive and their proposal summarily rejected.
<b>Scheduled Publication Date</b>	March 12, 2014
<b>Proposal Due Date</b>	April 10, 2014 at 11:00 a.m.

#### **Instructions for Submitting Proposals**

<b>Submittal Address</b>	Port of Oakland Purchasing Department Attn: Nickulaus Sioson 530 Water Street Oakland, CA 94607
<b>Submittal Copies</b>	One (1) Original copy marked "Original" and six (6) Copies marked "Copy".
<b>Submittal Envelope Requirements</b>	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"><li>• Proposal Number</li><li>• Name of Your Company</li><li>• Address</li><li>• Phone Number</li></ul>
<b>Late Submittals</b>	Proposals received after the time and date stated above shall be returned unopened to the Respondent. No postmarks will be accepted.

## How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Available	Location
Yes	Port of Oakland--Purchasing Department 530 Water Street Oakland, CA 94607 Monday through Friday 9:00 AM to 4:00 PM (510) 627-1526
Yes	<a href="http://www.portofoakland.com/opportunities/bidsrfpsrfqs.aspx">http://www.portofoakland.com/opportunities/bidsrfpsrfqs.aspx</a>  Or navigate to the Port of Oakland's main website at: <a href="http://www.portofoakland.com/">http://www.portofoakland.com/</a> , then click on "Business" then on "Opportunities" and then on "Bids/RFPs/RFQs" 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:

<b>Primary Contact</b>	Nickulaus Sioson Fax: (510) 893-2812 Email: nsioson@portoakland.com
<b>Question/RFI Due Date</b>	March 26, 2014 at 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.
<b>Response Date</b>	March 28, 2014  All pertinent questions will be responded to <b>via addendum</b> 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.

## 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, 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 5-D are required after contract award.
6	Non-Discrimination and Small Local Business Utilization Policy Program Affidavit	Yes
7	City of Oakland City Charter §728 Living Wage Information A. Employer Self-Evaluation for Port of Oakland Living Wage B. Certificate of Compliance—Living Wage	No (Attachment 7-A and 7-B are required after contract award.)
8	Statement of Living Wage Requirements	Yes
9	Insurance Requirements (See Appendix C of the Professional Service Agreement – Attachment 11)	No

Title		Must Be Returned with Proposal
10	Insurance Acknowledgement Statement	Yes
11	Professional Service Agreement	No  (Note: The successful Respondent will execute the Professional Services Agreement if awarded the contract.)

## **I. Project Overview**

The Port of Oakland is soliciting proposals from qualified firms to provide Oakland International Airport (OAK) Access Control and Alarm Monitoring Systems (ACAMS) and Video Surveillance Systems (VSS) preventative maintenance and repair, and eventually furnish and install a new VSS head-end to allow OAK to migrate from an analog VSS to an IP Video Management System (VMS). The ACAMS and VSS contractor will also respond to Airport on a 24/7 basis for emergency repair. The work consists generally of furnishing all labor, materials, appliances, tools, equipment, services, and supervision required to perform preventative maintenance, testing, troubleshooting, repairing or replacing, as necessary, and maintaining an on-site spare parts inventory for all ACAMS and VSS at OAK. In addition to maintaining the Airport's ACAMS and VSS, the Contractor will also furnish and install a new VSS head-end to allow OAK to migrate from an analog system to an IP Video Management System and possibly install new cameras for the Transportation Security Administration (TSA). In order to be considered, proposers must meet the minimum qualifications set forth in this RFP.

### **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.

### **About the Oakland International Airport**

Oakland International Airport (OAK) is a medium hub airport serving 10 million passengers per year through two terminals with 31 aircraft gates. The Airport is a combination of older and modern facilities. Terminal 1 (T1) was built in 1962 with the first of 16 gates. In 1985, Terminal 2 (T2) was built adding an additional 8 gates. In 2006, Terminal 2 Extension (T2X) was commissioned adding an additional 7 gates. OAK is serviced by 8 domestic scheduled air carriers, 2 international scheduled air carriers, and 1 seasonal international air carrier and 2 air cargo carriers. Commercial passenger and cargo jet aircraft operate in the South Field. North Field operations comprise of general aviation and corporate jet activities.

### **Existing Security System Condition**

The Airport's security system has undergone upgrades and expansion over the past 5 years. T2X and T2 renovation are the most recent. T2X opened for operation in October 2006. The security system in this terminal is now out of warranty with the original installer/service provider and is included in the scope of services. T2 renovation was completed in June 2008. T1 is currently under renovation. The Scope of Services will include the existing security system in the terminals along with vehicle and pedestrian gates located in the North Field.

OAK upgraded its access control system head-end from CCURE 800 to CCURE 9000 in January 2013. Currently, the ACAMS operates in a virtualized environment. The system is also currently comprised of 47 iStar controllers and 410 access control readers. This equipment, except for the hardened Ethernet and network switches falls under the Scope of Services.

In addition to maintenance of Airport's security system, OAK is also seeking to upgrade its VSS, moving from analog to IP video. The upgraded equipment will fall under the installation Contractor's warranty

for the first year. Upon expiration of the warranty, the equipment service and maintenance will fall under the Scope of Services.

### **Locations of Sites**

Oakland International Airport  
1 Airport Drive, Oakland CA 94621

### **Projected Time Line and Length of Contract**

The Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade will be a four (4) year contract plus (3) one year option to extend, subject to the written approval of the Executive Director, a maximum contract term not to exceed seven (7) years. The start date will be July 1, 2014 and will continue through June 30, 2018.

## **II. Minimum Qualifications**

Firms must satisfy the minimum qualifications specified below. Proposals that do not meet or exceed the minimum qualifications shall be deemed non-responsive and will not be considered.

1. Must have direct experience with Access Control and Monitoring System, and Video Surveillance System projects of similar size. Key personnel must have completed two (2) projects of similar size and complexity and have five (5) years of experience on projects of similar size and complexity.
2. Must be Software House Enterprise Certified and Milestone Silver Certified: Contractor (Service Provider) as a single entity (teaming arrangements will not be considered) must hold current Enterprise Level Certification from Software House and Silver Level Certification from Milestone (Provide Evidence of certifications as part of Submission Requirements –Section 2: Minimum Requirements).
3. The local branch office providing service for this Contract must staff a Microsoft/Cisco certified technician capable of supporting on site/dedicated service technician within 24 hours of notification. Minimum certification requirements are Cisco and Microsoft Certified Solutions Associate (Provide Evidence of certifications as part of Submission Requirements –Section 2: Minimum Requirements).
4. Must be certified to perform maintenance, repairs, replacement and reconfiguration of existing AD (American Dynamics) Intellex DVRs of the installed Access Control, Closed Circuit Television, and video wall currently in use at (OAK) (Provide Evidence of certifications as part of Submission Requirements – Section 2: Minimum Requirements).
5. All Service Technicians assigned to this project must be able to pass a Criminal History Records Check (CHRC) as defined in 49 CRF 1542.209 and a Customs and Border Protection background check in order to obtain an OAK Security Identification Area (SIDA) Badge with Customs Seal.
6. All Service Technicians assigned to this project must have valid California driver's license and pass the OAK driving exam to obtain AOA (Aircraft Operations Area) non-movement driving permit.
7. Must be Certified to work on C-CURE 9000, Pelco CM9760, Milestone video management systems, AD DVRs, and video wall systems. Provide a letter from each system manufacturer certifying that the Proposer's local dealer staff is certified to maintain, repair, and program the security equipment being covered by this contract. Submit a certification letter from each manufacturer for each person providing on-site support (Provide Evidence of certifications as part of Submission Requirements – Section 2: Minimum Requirements).

8. Milestone Advanced Certification: Contractor's (Service Provider's) Service Technicians must hold current Milestone Advanced Certification Certificate and be able to obtain Expert certification within first year of Milestone deployment (Provide Evidence of certifications as part of Submission Requirements –Section 2: Minimum Requirements).

### **III. Scope of Services**

This Request for proposal (RFP) contains information, references, and instructions for the Proposers to fully understand each major component the Oakland International Airport expectation of responsibilities. As stated in the project overview, the objective of this RFP is to select an Airport Security Systems Maintenance Provider who will perform ongoing and preventative maintenance and repair on both the Airport's Access Control and Monitoring Systems (ACAMS) and Video Surveillance Systems (VSS). The ACAMS and VSS Contractor will also respond to Airport on a 24/7 basis for emergency repair. The work consists generally of furnishing all labor, materials, appliances, tools, equipment, services, and supervision required to perform preventative maintenance, testing, troubleshooting, repairing or replacing, as necessary, and maintaining an on-site spare parts inventory for all ACAMS and VSS at the Oakland International Airport. In addition to maintaining the Airport's Security System, the Contractor will also furnish and install a new Video Surveillance head-end to allow OAK to migrate from an analog system to an IP Video Management System. The last component of this RFP, depending on funding, will include the installation of additional cameras for the Transportation Security Administration. Proposers who are participating in the Safety Act or those in the process of seeking Safety Act certification are highly desirable. Those who have this certification or in the process of completing certification should include such information in Submission Requirements – Section 1: Executive Summary and Company Information.

The Scope of Services for this RFP is organized into three separate sections with each of the major components summarized as follows:

**Section 1** – Security Systems Maintenance

**Section 2** – Video Surveillance System Upgrade

**Section 3** – Transportation Security Administration Cameras (Subject to TSA Funding)

Any tasks of a Public Works nature (e.g., conduit and electrical work, penetrations through walls, etc.) needed to support the ACAMS and VSS will be contracted to appropriate Port staff or specialty trades under existing Port policies and is outside this Scope of Services.

## **SECTION 1 – SECURITY SYSTEMS MAINTENANCE**

### **PART 1 – GENERAL REQUIREMENTS**

#### **1.1.1 Preliminary Security Assessment and Report**

The Contractor must review the Access Control and Alarm Monitoring System (ACAMS) and Video Surveillance System (VSS) record documentation and prior maintenance/service reports to verify location and status of 100% of security system and associated equipment, and document all operational and hardware deficiencies in Excel spreadsheet within 28 calendar days from Notice to Proceed. This list will serve as the verified starting point for the commencement of the Contract. Any items not identified as deficient on this preliminary testing spreadsheet will be assumed to be functional. The Contractor shall provide a detailed line item proposal to correct items identified as deficient on the testing spreadsheet with a price quote for each line item except for Public Works-related corrections. The Port may select any or all of the line items to be corrected and will negotiate with the Contractor on a price to correct any deficient items. In lieu of payment per the line item price, the Port reserves the right to pay for the work on the basis of material cost plus 15% as specified in Proposal Worksheet and in accordance with hourly unit prices in Proposal Worksheet for straight time repair.



#### **1.1.2 Service Call Tracking Process**

Provide a detailed procedure and organization chart for service call handling and tracking system. The procedure must describe who will receive the service call (24/7), the triage process, the call dispatching process, the parts ordering and tracking process, the call escalation procedure, call closeout process, and service call documentation process, and how Port staff can access this information in real-time and electronically. (Provide as part of Submission Requirements – Section 6: Plan and Approach)

#### **1.1.3 Service Call and Monthly Maintenance Report**

The Contractor must submit monthly maintenance and repair service call report documentation in electronic spreadsheet format to the Port. The report shall include at a minimum, the following:

1. Time/date of problem notification
2. Name of Port representative calling
3. Description of problem as reported
4. Location of problem
5. Time/date of dispatch for Service Provider technician
6. Description of problem as found
7. Description of problem fix applied
8. Time/date of problem fix
9. List of any spare parts used
10. List of any replacement spare parts ordered
11. Recommendations for future work
12. List of any open issues requiring resolution

#### **1.1.4 Annual End of Year Audit Report**

The Contractor must submit annual maintenance and repair service call report documentation in electronic spreadsheet format to the Port. The report to include as a minimum, the following:

1. Maintenance performed summary
2. List of equipment replaced
3. List of repairs made
4. Recommendations for work to be performed in the coming year
5. List of spare parts used
6. List of spare parts ordered
7. Hours of work performed including, service provider technician name and title.

#### **1.1.5 Performance Requirements**

The Contractor shall provide a full-time on-site technician to perform the preventive maintenance services and provide a crew for on-call service. Additionally:

1. The crew provided for on-call service repairs shall not consist of the same on-site technician that is assigned to perform preventative maintenance services. Should an emergency situation exist, the Port and Contractor shall work together to coordinate use of the on-site technician to initiate and/or complete urgent repairs. Generally, on-site technician will troubleshoot problem for approximately fifteen (15) minutes to determine whether fix can be easily remedied. If it is determined that repair will take more than fifteen (15) minutes to resolve, an on-call technician will be dispatched. Adjustments to the required scheduled maintenance services shall be agreed upon by the Port and Contractor. The preventative maintenance technician and the on-call repair crew shall meet the experience and certification requirements specified in minimum qualifications section.

2. Portions of the North and South Field Security Systems are critical and must maintain full time operation. Critical subsystems and their components include the following:
  - a. Systems with Access Control System software installed.
  - b. Badging Systems.
  - c. All Access Control readers.
  - d. All Alarm Contacts.
  - e. All Security Control Panels.
  - f. All Power Supplies and Battery Backups.
  - g. All Fiber Network Electronics and Patch Cable.
  - h. Certain portions of the CCTV system
3. Failure of a critical subsystem or component, as defined above, shall be repaired or replaced and restored to full online operation as soon as possible, and in no event longer than within 8 (eight) hours from the time Contractor's technician responds onsite to a service call. Failure to repair the systems within the required time frame will result in liquidated damages.
4. The Contractor shall be responsible for any costs incurred to repair an equipment breakdown resulting from Contractor's failure to adequately maintain the equipment.

**1.1.6 Service Call Response Time**

Service response time for on-call repairs is a thirty minute telephone response time by a qualified technician and a two hour on-site response time by a qualified crew and is in effect 24 hours per day, 7 days a week, including holidays. The thirty minute and two hour response time requirements begin from the time the Port initiates the call to the Contractor and continues until qualified crew with all applicable tools and equipment arrives at the designated location. Should said response not occur, liquidated damages will be assessed as specified in the next section.

**1.1.7 Liquidated Damages**

If qualified crew with all applicable tools and equipment does not appear onsite ready to perform work within the response time specified in the previous section above, unless otherwise directed by the Port, liquidated damages for Port administrative expenses and loss of use will be assessed as follows:

1. \$250.00 for each hour or portion thereof that expires after the time specified herein for the Contractor to respond onsite.
2. If Contractor fails to repair or replace and restore to full online operation critical subsystems or components, within a maximum of 8 hours from the time the contractor's crew arrives onsite in response to service call by Port, liquidated damages for Port administrative expenses and loss will be assessed at \$250.00 for each hour or portion thereof that expires after the time specified herein for the Contractor to complete the work and restore full online operation of critical subsystem or components.
3. Liquidated damages as stated above will be assessed cumulatively for continued 1 hour days, or portion thereof. Liquidated damages shall not extend to or cover damages resulting from other breaches of this agreement or non-referenced costs, property damage, interferences or disruptions, if any.

**1.1.8 Security IT Infrastructure**

OAK is responsible for the management of the following underlying security IT infrastructure items:

- ACAMS and VSS workstations (except security systems software, which is responsibility of contractor)
- Network switches
- Firewalls
- Virtual platforms
- Network related cabling
- IP management
- Network monitoring
- Network threat assessments
- Anti-virus
- Windows updates
- Network access control lists
- Virtualized servers (excluding security systems access control software)
- Server backups
- SAN maintenance

The Contractor is responsible for coordination with OAK IT when any repair or maintenance affects any of the above systems.

#### **1.1.9 On-Site Office**

The Port will provide office space at the South Field for Contractor's on-site office and workshop (with access 24 hours per day, 7 days a week, including holidays) for duration of the Contract. The specific office space to be assigned will be determined prior to start of work. The assigned office space and utilities, except for telephone, will be provided at no cost to the Contractor. The Port will provide Contractor with one set of keys as needed for building/door access to assigned office space.

#### **1.1.10 Communications**

The Contractor shall furnish and provide the following to facilitate communication:

1. Telecommunication equipment, including smart phones capable of text and email transmission for all technicians assigned to perform the work.
2. The capability of receiving and sending emails from the Port provided on-site office. Contractor shall check and respond to Port work-related emails sent to the on-site office at least once every 24 hours, excluding weekends and holidays.
3. A call list to be provided at the commencement of the Contract work listing primary and secondary telephone numbers for Contractor's project manager and all assigned technicians. An updated call list shall be provided to Port within 24 hours of any changes in Contractor's personnel and telephone numbers.

## **PART 2 – PRODUCTS**

#### **1.2.1 On-Site Spare Parts and Management**

Provide sufficient spare parts stored on site to repair all system failures within 4 hours. The following listed spare parts shall be maintained at all times, and if a spare part is used, the part shall be ordered within 24 hours. If delivery is scheduled more than 14 calendar days from the date of order, the Port shall be notified. The Contractor shall provide, manage, and inventory the Port's spare parts inventory. The Contractor shall also be responsible for administering the factory warrantee process for all parts that are covered under warrantee. A monthly report shall be provided to the Port's representative showing the status of all spare parts, including shipment, returned for repair, and available for use. All spare parts shall be stored in a Port provided space at OAK. The spare parts inventory shall be maintained at all times by Contractor shall

consist of indoor and outdoor parts. The Spare Parts Inventory List will be provided at the mandatory Pre-Proposal meeting.

### **1.2.2 Locking Hardware**

The work includes the maintenance, repair, and replacement of door electric hardware as necessary. Door replacements, such as handles, crash-bars, and jams are the responsibility of Airport Facilities Maintenance and are not part of the Contractor's scope of services.

### **1.2.3 Access Control and Alarm Monitoring System (ACAMS) Equipment**

The following are the Access Control and Alarm Monitoring System equipment that are included in the security system maintenance scope of services:

1. ACAMS Server
  - a. Currently the ACAMS server is virtualized and the Contractor will gain access via remote desktop.
2. Clients
  - a. ACAMS workstations are stand-alone PC clones (Dell, IBM, etc...) running Windows 7
3. Security Controllers
  - a. Software House STAR016W-16
  - b. Software House iSTAR ex, 64 MB Enclosure
  - c. Software House "edge" devices
  - d. Tamper Alarm Switches
  - e. Enclosure Locks
4. Proximity Card Readers
  - a. Card Readers –HID RM1-PH
  - b. Card Readers –HID RM2-LPH
  - c. Card Readers –HID RM2-PH
  - d. Card Readers –SWH-4200
5. Passive Infrared Request-to-Exit Devices
  - a. Detection Systems Inc. Model DS150i
6. Door Position Sensors
  - a. Door Alarm Contacts – Sentrol 1078CW
  - b. Roll-up Door Mounted Sensors – Sentrol 2205A
7. Security Control Panel Power Supply
  - a. Software House – apS
  - b. Tamper Alarm Switches
  - c. Enclosure Locks
8. UPS
  - a. Eaton – 5110-1500

### **1.2.4 Video Surveillance System (VSS) Equipment**

The following are the Video Surveillance System equipment that is included in the security system maintenance scope of services:

1. PTZ Dome Cameras
  - a. Surface Mount – Pelco Spectra III SD53TC-SMW-1 camera and drive system; Pelco Model SD4C220-PG-0
  - b. Indoor Ceiling Mount – Pelco Spectra SD53TC-F1 camera and drive system

- c. Indoor Pendant Mount – Pelco Spectra III SD53TC-F-E1 camera and drive system
  - d. Outdoor Pendant Mount – Pelco Spectra III SD53TC-PG E1 camera and drive system
- 2. Fixed CCTV Cameras
  - a. Wall Mount – Pelco ICS300-CRV3A with ICS300-COND adapter
  - b. In-Ceiling Mount – Pelco ICS150-CRV3A and IS90-CHV9
  - c. Surface Mount – Pelco ICS100-CRV3A
- 3. Axis IP Cameras
  - a. Surface Mount - AXIS P3346
- 4. Real Time Matrix Switcher
  - a. Matrix Bay – Pelco Model CM9740-MXB
  - b. Matrix CPU – Pelco Model CM9740-CC1
  - c. Video Input Card – Pelco Model CM9760-VCC
  - d. Video Output Card – Pelco Model CM9760-VMC
  - e. Down Frame Cards – Pelco Model CM9760-DFC
  - f. Down Frame Looping Cards – Pelco Model 9670-DFL
  - g. Rear Panel Monitor Cards – Pelco Model CM9760-RPM
  - h. Rear Panel BNC Cards – Pelco Model CM9760-RPC
  - i. ASCII Translator – Pelco Model CM9760-DT
  - j. Alarm Input Bay – Pelco Model CM9760-ALM
  - k. Matrix Keyboard (Desk) – Pelco Model CM9760-KBD
  - l. Matrix Keyboard (Rack Mount) – Pelco Model CM9760-KBR
  - m. KVM Switch-Belkin Model Omniview Pro3
  - n. DVR Keyboard-Mid-Atlantic Model RM-K13-LCD15
- 5. Network Digital Video Recorder
  - a. American Dynamics: Intellex Ultra
- 6. Network Digital Video Recorder with RAID
  - a. American Dynamics: Intellex Ultra RAID 5 with 2 TB storage
- 7. Stand-alone Digital Video Recorder
  - a. Pelco Model 8100
- 8. CCTV Monitor
  - a. Pelco Model PMCS19A, (typical)
- 9. Fiber-Optic Converters:
  - a. Video
    - i. Four channel transmitter – Fiber Options Models S7707VT-RST and S707VT-RST
    - ii. Four channel receiver – Fiber Options Models S7707VR-RST and S707VR-RST
    - iii. Video with PTZ data – Fiber Options Models S7730DVT-RST1, S7730DVR-RST1, S730DVT-RST1, and S730DVR-RST1
    - iv. Bi-directional fiber transmitter – Fiber Options Model S7232DVT-EST1
    - v. Bi-directional fiber receiver – Fiber Options Model S732DVR-RST1
    - vi. Sixteen channel receiver – Pelco Model TW3016AR series
  - b. Data
    - i. Serial Transceiver (Universal) – Fiber Options Model S7714D-RST2
    - ii. Ethernet Transceiver – Fiber Options Model S7714D-RST2
    - iii. Fiber Card Cage – Fiber Options Model 515R

10. Power Supplies

- a. Pelco Model TF2000
- b. Fiber Options Model 517EPS1
- c. Pelco Model EPS5000-120TW
- d. Pelco Model WCSI-4
- e. Pelco Model MCS16-10E

11. All new cameras, video walls, new equipment and VMS software will be covered in the scope of services for this contract.

## **PART 3 – EXECUTION**

### **1.3.1 Preventative Maintenance and Repair Requirements**

The work to be performed shall include scheduled preventative maintenance, unscheduled corrective or repair services, and emergency repair services to provide proper, safe and reliable operations of the Security Systems at OAK. The preventative maintenance requirement will include the following:

1. Contractor shall perform preventative maintenance work on a continual basis during normal work hours. The Contractor will be responsible for the regular and systematic execution of the maintenance work required. The Contractor is to regularly and systematically examine, clean, lubricate, adjust, and otherwise appropriately maintain the Security Systems. Repairs and maintenance work must be coordinated with Port so as to avoid unnecessary interruption of operation of the Security Systems.
2. The Security Systems shall be properly adjusted and maintained in proper operating condition in accordance with the original equipment and system manufacturers' recommended operations and maintenance manuals and procedures. Equipment parts requiring repair shall be rebuilt to an "as new" condition. No parts comprising the Security Systems may be permanently removed from the site without written approval from the Port.
3. The required minimum schedule of work is listed below and detailed inspection sheets will be provided at the mandatory Pre-Proposal Meeting. This minimum schedule of work does not relieve the Contractor of its responsibilities set forth above, and establishes only minimum maintenance criteria. The Port will provide the Contractor with an electronic file of the Inspection Sheets in MS Excel, within seven (7) calendar days after issuance of Notice to Proceed. The Contractor shall update the Inspection Sheets as needed throughout the term of this Contract for corrections, additions, and deletions. Each month the Contractor shall submit original signed copy of all Inspection Sheets completed during the previous month along with the billing statement to the Port.
4. Access Control Maintenance List includes:
  - a. Door Type 1: This door is described as a single or double door with an inbound and outbound reader.
    - i. Inspections
      - 1) Verify door is armed
    - ii. Test Valid Card on Inbound Reader
      - 1) Verify door releases
      - 2) Verify door does not report alarm condition
      - 3) Verify door reports valid admit
      - 4) Verify door reports held condition
      - 5) Verify door re-locks on door close; and
      - 6) Verify held open condition resets
    - iii. Test Invalid Card on Inbound Reader

- 1) Verify door does not release
    - 2) Verify door does not report alarm condition; and
    - 3) Verify door reports invalid access attempt
  - iv. Test Valid Card on Outbound Reader
    - 1) Verify door releases
    - 2) Verify door does not report alarm condition; and
    - 3) Verify door reports valid admit
  - v. Test Invalid Card on Outbound Reader
    - 1) Verify door does not release
    - 2) Verify door does not report alarm condition; and
    - 3) Verify door reports invalid access attempt
  - vi. Housekeeping
    - 1) Check devices for wear and damage
    - 2) Check door for correct alignment/operation
    - 3) Verify door closer operates properly; and
    - 4) Report any deficiencies to Airport Operations for repair
  - vii. Ensure all points have reset and returned to normal operations
- b. Door Type 2: This door is described as a single or double door with an inbound card reader and a request to exit device (REX).
  - i. Inspections
    - 1) Verify door is armed
  - ii. Test Valid Card on Inbound Reader
    - 1) Verify door releases
    - 2) Verify door does not report alarm condition
    - 3) Verify door reports valid admit
    - 4) Verify door reports held condition
    - 5) Verify door re-locks on door close; and
    - 6) Verify held open condition resets
  - iii. Test Invalid Card on Inbound Reader
    - 1) Verify door does not release
    - 2) Verify door does not report alarm condition; and
    - 3) Verify door reports invalid access attempt
  - iv. Test Outbound Request to Exit (REX)
    - 1) Verify door allows exit without alarm
    - 2) Verify door reports forced open condition without a proper REX; and
    - 3) Verify forced door condition resets
  - v. Housekeeping
    - 1) Check devices for wear and damage
    - 2) Check door for correct alignment/operation
    - 3) Verify door closer operates properly; and
    - 4) Report any deficiencies to Airport Operations for repair
  - vi. Ensure all monitor points have reset
- c. Door Type 3: This door is described as a door without a card reader and has a Door State Monitor (DSM) for reporting to the Security System.
  - i. Inspections
    - 1) Verify door is armed
  - ii. Door Alarm Test
    - 1) Verify door reports forced open alarm
    - 2) Verify local sounders activates and reports (where applicable)
    - 3) Verify correct devices are reported; and
    - 4) Verify proper device initiation (camera call-up, etc.)
  - iii. Housekeeping

- 1) Check devices for wear and damage
  - 2) Check door for correct alignment/operation
  - 3) Verify door closer operates properly; and
  - 4) Report any deficiencies to Airport Operations for repair
  - iv. Ensure all monitor points have reset
- d. Door Type 4: This is described as a motorized gate with an inbound and outbound card reader or an inbound card reader and an outbound request to exit device (REX).
- i. Inspections
    - 1) Verify door is armed
  - ii. Test Valid Card on Inbound Reader
    - 1) Verify gate opens
    - 2) Verify gate does not report alarm condition
    - 3) Verify gate reports valid admit
    - 4) Verify gate reports held condition
    - 5) Verify gate re-sets on close; and
    - 6) Verify gate open condition resets
  - iii. Test Invalid Card on Inbound Reader
    - 1) Verify gate does not open
    - 2) Verify gate does not report alarm condition; and
    - 3) Verify gate reports invalid access attempt
  - iv. Test Valid Card on Outbound Reader
    - 1) Verify gate opens
    - 2) Verify gate does not report alarm condition; and
    - 3) Verify gate reports valid admit
  - v. Test Invalid Card on Outbound Reader
    - 1) Verify gate does not open
    - 2) Verify gate does not report alarm condition; and
    - 3) Verify gate reports invalid access attempt
  - vi. Housekeeping
    - 1) Check devices for wear and damage
    - 2) Check gate operator operates properly; and
    - 3) Report any deficiencies to Airport Operations for repair
  - vii. Ensure all points have reset and returned to normal operations
- e. Door Type 5: This is described as a baggage belt, carousel, or oversized baggage door with a card reader to enable start or open functions.
- i. Inspections
    - 1) Verify device is armed
  - ii. Test Valid Card at Reader
    - 1) Verify device starts and/or door opens
    - 2) Verify device does not report alarm condition
    - 3) Verify gate reports valid access
    - 4) Verify device reports held condition
    - 5) Verify device re-sets on close; and
    - 6) Verify held open condition resets
  - iii. Test Invalid Card at Reader
    - 1) Verify device does not start and/or door does not open
    - 2) Verify device does not report alarm condition; and
    - 3) Verify device reports invalid access attempt
  - iv. Housekeeping
    - 1) Check devices for wear and damage; and
    - 2) Report any deficiencies to Airport Operations for repair



- v. Ensure all points have reset and returned to normal operations
- f. Door Type 6: This is described as a card controlled elevator.
  - i. Inspections
    - 1) Verify device is armed
  - ii. Test Valid Card at Reader
    - 1) Verify elevator goes to controlled floors
    - 2) Verify elevator does not report alarm condition
    - 3) Verify elevator reports valid access; and
    - 4) Verify elevator re-sets after use
  - iii. Test Invalid Card at Reader
    - 1) Verify elevator does not go to controlled floors
    - 2) Verify elevator does not report alarm condition; and
    - 3) Verify elevator reports invalid access attempt
  - iv. Housekeeping
    - 1) Check devices for wear and damage; and
    - 2) Report any deficiencies to Airport Operations for repair
  - v. Ensure all points have reset and returned to normal operations
- g. Security Control Panels
  - i. Inspections
    - 1) Verify Tamper Alarm Reports
    - 2) Verify Panel Communications via LED's
      - a) Perform dynamic battery backup test by disconnecting primary power
      - b) Verify power supervision alarm reports (if applicable)
      - c) Measure battery voltage under load
      - d) Reapply primary power
      - e) Verify power supervision alarm resets
      - f) Measure battery voltage without load
  - ii. Housekeeping
    - 1) Ensure panel is free of debris
    - 2) Check wire management and labeling
    - 3) Verify that there are no loose or disconnected wires
    - 4) Verify that tamper alarm resets
- h. Security Badging Station Inspections
  - i. Computer Workstation
    - 1) Clean dust from keyboard and monitor
    - 2) Ensure all connections are secure and wiring is orderly
  - ii. Camera
    - 1) Adjust camera hues and color for best possible picture
    - 2) Adjust camera back lighting for best possible picture
  - iii. Printer
    - 1) Remove and replace cleaning roller
    - 2) Clean dust from inside and outside of printer
    - 3) Perform printer self-test
    - 4) Print a test card and verify no major imperfections
- i. Security System Work Station/Terminal Inspections
  - i. Computer Workstation
    - 1) Verify all security software applications can communicate with security server

- 2) Where applicable, perform hard drive optimization utilizing operating system tools, including but not limited to folder and file allocation organization, and defragmentation
  - 3) Locate and remove any non-security application software, files, or folders as identified by the Port
  - 4) Report any software discrepancies or the existence of non-security software to the Port
  - ii. Housekeeping
    - 1) Clean dust from keyboard and monitor
    - 2) Ensure all connections are secure and wiring is orderly
5. Video Surveillance System (Closed Circuit Television) Maintenance List
- a. Camera Type 1: This camera is described as a fixed mount camera with or without auto iris lens.
    - i. Check picture using local video monitor
      - 1) Verify picture is in focus
      - 2) Verify auto iris is functioning correctly
      - 3) Adjust camera lenses where necessary; and
      - 4) Ensure camera voltage is within camera range
    - ii. Ensure back focus and video synchronization are properly adjusted
      - 1) Housekeeping
      - 2) Clean camera lens and housing glass
      - 3) Ensuring housing and mount are installed securely; and
      - 4) Check wire management and labeling
  - b. Camera Type 2: This camera is described as Pan Tilt Zoom (PTZ) camera
    - i. Check picture using local video monitor
      - 1) Verify picture is in focus (where applicable)
      - 2) Verify auto iris is functioning correctly
      - 3) Adjust camera lenses where necessary (where applicable)
      - 4) Ensure camera voltage is within camera range
      - 5) Ensure back focus and video synchronization are properly adjusted
      - 6) Verify heater blower is functioning correctly (where applicable); and
      - 7) Verify pan and tilt functions correctly
    - ii. Housekeeping
      - 1) Clean camera lens and housing dome
      - 2) Ensure management housing and mount are installed securely; and
      - 3) Check wire and labeling
  - c. Video Multiplexers
    - i. Operation
      - 1) Verify all programmed functions are operating properly; and
      - 2) Verify all video images are clear, clean images
    - ii. Housekeeping
      - 1) Clean dust and debris from multiplexer and surround area; and
      - 2) Ensure all connections are secure and orderly
  - d. Matrix Switcher

- i. Operation
  - 1) Verify all programmed functions are operating properly
  - 2) Verify all video images are clear, clean images
  - 3) Verify keyboards are operating correctly; and
  - 4) Adjust all monitors as necessary to provide best possible video images
- ii. Housekeeping
  - 1) Clean all dust and debris from matrix switch, inside and outside of card cage; and
  - 2) Ensure all connections, matrix switch, distribution amp, and alarm-input module are secure and wiring is orderly

### **1.3.2 Software Upgrades**

- 1. Perform system software upgrades, patches, and fixes after hours.
- 2. Coordinate upgrade activities between Airport IT, Airport Security, and Airport Operations.
- 3. Coordinate upgrade between ACAMS, VSS, and Business Intelligence Reporting Software (BIRS) to ensure all components are functional after upgrade.
- 4. Provide and install all new BIRS reports provided by Software House.

### **1.3.3 On-Site Training Requirements**

- 1. Provide on-site training to Port's Security Operators, at a minimum, once every 6 months, consisting of two 2-hour refresher training sessions for each different type or brand of major head-end system at the site.
- 2. Schedule all training in advance and perform training sessions during regular scheduled preventative maintenance working hours.
- 3. Wherever a system unfamiliar (by either type or brand) to Port's Security Operators is added to the list of maintained systems, provide two 2-hour minimum initial training sessions within one month of adding system or equipment. Follow up with two 2-hour refresher training sessions within 6 months of the initial training.
- 4. Payment for the training work shall be paid under Proposal Worksheet (Attachment 4), Section 1, Part 2, Line item 2 for furnishing labor for straight time on call repairs.

### **1.3.4 Record Drawings**

- 1. The Port will provide a copy of site plans and building layouts as available. During the first 10 months of the Contract, field verify that the Port plans and layout information is valid and redline the drawings, as necessary, to accurately reflect existing conditions on the drawings. Any repair and/or maintenance performed during the term of this Contract shall also be reflected on the Port plans and layout drawings. Submit the Port plans and layout drawings reflecting the work performed at the end of each Contract year.
- 2. New work assigned by the Port shall be documented in record drawings. New work shall fully represent installed conditions, including actual locations.
- 3. For new panel schedules, provide a typewritten panel schedules for panelboards indicating the loads served and the correct branch circuit number. Submit a single set of record panel schedules for review by the Port. Upon receipt of the Port's comments, make any corrections and provide the following:
  - a. Fold and insert one copy of appropriate schedule in the pocket of the inner door of each panelboard.

- b. Three sets of panel schedules printed on bond and a disk of the panel schedule files
4. Payment for documenting as-built conditions and new work on Port provided site plans and building layouts shall be included in Proposal Worksheet (Attachment 4), Section 1, Part A, Line Item 1 under All Contract Work Other than Work Separately Provided for Under Other Items. No additional payment shall be made.

**1.3.5 Operation and Maintenance Manuals**

For any new equipment purchased or installed under this Contract, furnish to the Port, electronic version (if available) and six (6) hard back 3-ring binders containing bulletins, operation and maintenance instructions, part lists, service phone numbers, warranty, and any other pertinent information.

**1.3.6 Scheduled Maintenance Required Down Time**

The Contractor and Port agree that 100% availability and operation are their objectives for the North and South Field Security System. In the event Contractor should request to take equipment out of service for preventative maintenance, Contractor must request and receive the Port's approval. Contractor shall notify the Port a minimum of fourteen (14) days in advance of such request, and shall support the request with such facts and documentation as necessary to show why the downtime is necessary and appropriate. This notification and justification requirement applies to any scheduled downtime for a given piece of equipment

**SECTION 2 – VIDEO SURVEILLANCE SYSTEM UPGRADE**

**PART 1 – GENERAL REQUIREMENTS**

**2.1.1 Upgrade Closed Circuit Television System**

1. The Port seeks to upgrade existing Video Surveillance System (VSS), comprised of analog CCTV cameras to an IP Video Management System (VMS). The VMS will integrate through software with the existing Software House CCURE 9000 Access Control System.
2. The Port requires a comprehensive and feature rich IP VMS to monitor the flow of passenger, visitors, and employees throughout the terminals, lobbies, security checkpoint areas, offices and other important spaces.
3. The VMS will consist of host servers on VMWare provided by the Port, Storage Area Network (SAN) provided by the Port, fixed IP and PTZ IP Cameras, video encoders, PoE Switches, and PoE injectors.
4. The VMS will reside on MS windows-based servers capable of supporting VMware to provide a non-proprietary software based video solution.
5. Terminal 1 (T1) is undergoing a renovation which includes the upgrade of existing analog cameras to IP based cameras. These new cameras must tie into the VMS system. The scope includes providing necessary licenses and programming for seventy (70) T1 IP cameras.
6. The existing Airport Operations Center (AOC) monitors and workstations are outdated. See video wall in section 2.1.2, item 9 below.
7. Provide unit price to add/deduct new IP cameras to the new system. See Proposal Worksheet (Attachment 4), Section 1, Part C, Line Item 2.

### **2.1.2 Video Surveillance System Requirements**

1. The Contractor is to provide video management system software to Port provided host servers in a VMware environment. The Contractor must coordinate server requirements as well as operating system requirements for the video management system with the Port's IT Department.
2. Coordinate implementation of VMS Port provided virtual servers to Port's LAN/WAN to allow remote viewing from authorized workstations utilizing the correct viewing software and access information.
3. Provide rack mounted video encoders for existing analog cameras.
4. Remove decoders connected to existing IP cameras. Program existing IP camera to new video management system.
5. Reprogram existing Video Analytics capabilities of designated cameras. Reestablish Port's existing Video Analytics capabilities in VMS to integrate with CCURE 9000 to generate alarms via software.
6. Provide VSS client workstation software for monitoring and viewing capabilities.
7. Provide software interface to the ACAMS, including software interface programming for alarm call up of cameras on the predefined alarm events showing pre-alarm event and post alarm event recording.
8. Schedule work to ensure no down time for viewing or recording of cameras during hours of operation.
9. Provide and install video wall controllers acceptable to Port (e.g., Barco, Inc., RGB Spectrum, or similar) to drive two video walls, one in the Airport Operations Center (AOC) and one in Airport's Emergency Operations Center (EOC). Assume that the AOC wall will be a 2x6 matrix comprised of 55" screens, and the EOC wall will be a 2x3 matrix comprised of 55" screens. Port will provide and install screens on wall; proposer will install video wall controller and provide necessary connections and programming. Video wall controller must be compatible with Milestone (for display of live and recorded video) and must be capable of displaying satellite TV feeds and various PC screens. Proposer must possess all necessary certifications required by video wall controller manufacturer to install, work on, and maintain video wall controllers and systems. If Integrator is certified by more than one video wall controller manufacturer and if these controllers are have similar feature sets and price points, Integrator will review alternatives with Port and collaboratively select a manufacture, considering Port procurement and other policies.
10. Provide client workstation licenses to Port provided workstations at the following locations:
  - a. (3) Aviation Security
  - b. (4) Airport Operation Center
  - c. (1) Emergency Operation Center
  - d. (1) Backup Emergency Operation Center
  - e. (1) ACSO Podium Terminal 1 Checkpoint
  - f. (1) ACSO Podium Terminal 2 Checkpoint
  - g. (2) Airside Operations Administration
  - h. (1) TSA Central Control
  - i. (1) International Arrivals Building
  - j. (5) Additional spare license for installation at owner provided workstations.

11. Provide mobile device control and viewing capabilities on a minimum of 20 mobile tablets and 20 smart phones.
12. Coordinate with the Port to decommission and remove existing VSS head-end equipment as new equipment is installed and brought online. This includes removing of archiving stored video and removal of stored video from the existing digital video recorders. Contractor to coordinate with American Dynamics regarding appropriate method of removing stored video from the existing digital video recorders and providing AD certification of process. Turn over certified decommissioned equipment to the Port for resale or reuse.

### **2.1.3 Video Surveillance System Submittals**

1. Submit certifications for the manufacturers of the video surveillance equipment.
2. Submit product information for components specified herein.
3. Shop Drawings:
  - A. Device placement on floor plans.
  - B. Point-to-Point Diagrams: Including wiring, point of connection and interconnecting devices between the following:
    - i. Video Surveillance System, monitors, and recording equipment
    - ii. Devices connected to system
    - iii. Miscellaneous control relays
    - iv. Conductors (identify conductors on the point-to-point diagrams with the same tag as the installed conductor)
4. Block Diagram/Riser Diagram: Show the video surveillance system, components, conduit, wire types, and sizes between them, including cabling interties between termination hardware.
5. User interface graphics with icons and control buttons displayed.
6. Custom mounting details.

## **PART 2 – PRODUCTS**

### **2.2.1 Manufacturers**

1. Video Surveillance System
  - a. Video Management System (VMS)
    - i. Milestone
  - b. Cameras
    - i. Axis
    - ii. Or Equal

### **2.2.2 VSS Cameras**

1. IP Fixed Camera
  - a. Image Sensor: Progressive Scan RGB CMOS 1/3"
  - b. Power: PoE, IEEE 802.3af
  - c. Lens: Varifocal, remote focus and zoom, P-Iris Control, IR Corrected, Megapixel Resolution, 3 – 12 mm.
  - d. Resolution: 1280 x 960, minimum
  - e. Minimum Light Level: 0.1 fc imager illumination at full video, unless otherwise noted
  - f. Manufacturers
    - i. Axis #P3384-V/VE; Indoor/Outdoor
    - ii. Or Equal

- g. Accessories
  - i. Axis Pendant Kits
  - ii. Axis #T91A Brackets
- 2. IP PTZ Camera
  - a. High-speed pan and tilt that is stepper motor driven
  - b. Resolution: 1080p HD 30 fps
  - c. Do not utilize heater or blower
  - d. Manufacturer:
    - i. Axis #Q6035-E
    - ii. Or Equal
  - e. Accessories
    - i. Axis #T91A Brackets

### **2.2.3 Video Encoder Servers**

- 1. General
  - a. Video Compression: Motion JPEG, MPEG-4 (H.264) Part 2 (ISO/IEC 14496-3), Profiles: ASP and SP
  - b. Resolution: 4CIF, 2CIFExp, 2CIF, QCI
  - c. Frame Rate: Up to 30/25 per channel
  - d. Pan/Tilt/Zoom control
  - e. Alarm and event management
  - f. Channels: 4 minimum
- 2. Blade Video Server
  - a. Hot-swappable
  - b. Built-in, universal power supply
  - c. Security: IP address filtering and HTTPS encryption
  - d. Manufacturer:
    - i. Axis #243Q blade video server
    - ii. Or Equal
- 3. Video Server Rack Enclosures
  - a. High density rack-mount solution
  - b. Capable of storing a minimum of 3 interchangeable and hot-swappable blade video servers
  - c. Manufacturer:
    - i. Axis #291 1U video server rack
    - ii. Or Equal

### **2.2.4 Video Management Software**

- 1. Hard wired input/output alarms not acceptable
- 2. 64 Bit Software
- 3. Manufacturer
  - a. Milestone Xprotect Corporate

### **2.2.5 Large Display/Monitor**

- 1. General
  - a. 55" Class display with thin bezel
  - b. Full 1920 X 1080 resolution
  - c. 700cd/m2 brightness: 1,200:1 Contrast Ratio
  - d. 3 year on site part/labor/backlight limited warranty
  - e. Manufacturer:
    - i. Panasonic TH-42LF30U
    - ii. Or Equal
  - f. Accessories:

- i. Chief Flat Panel Wall Mount #LTM Series
  - ii. Or Equal
- 2. HDMI Extender System
  - a. HDMI transmitter/receiver pair package including:
    - i. HDMI to UTP/STP transmitter
    - ii. Dual-UTP/STP to HDMI receiver
  - b. Minimum resolution: 1080p at 60 Hz at up to 100 feet via CAT6a UTP
  - c. Connectors:
    - i. Transmitter
      - 1) HDMI Input
      - 2) Output (RJ-45 connector)
    - ii. Receiver
      - 1) HDMI Output
      - 2) Input (RJ-45 connector)
  - d. Manufacturer:
    - i. Extron DTP HDMI 230 Tx/Rx
    - ii. Or Equal
  - e. Accessories
    - i. Mounting hardware
    - ii. Power supplies
    - iii. Required HDMI and UTP cabling

#### **2.2.6 CCTV Lightning Protectors**

- 1. Data Line Protector
  - a. Surge protector (TVSS) for data lines serving exterior PTZ and fixed cameras.
  - b. Manufacturer:
    - i. Transtector #1101-994
    - ii. DITEK
    - iii. Or Equal

### **PART 3 – EXECUTION**

#### **2.3.1 Installation**

- 1. CCTV Cameras
  - a. Provide outdoor housing and mounts for exterior cameras.
  - b. Field determine exact placement of cameras to ensure complete coverage.
  - c. Field determine fixed camera lens size to ensure complete coverage
  - d. Route watertight flex from junction box to camera housing from below on exterior cameras.
- 2. Network Video Recording System
  - a. Install VSS software and necessary camera licenses.

#### **2.3.2 Programming**

- 1. Meet with Port to determine programming criteria. Discuss the following:
  - a. Camera naming as well as order shown on video management system.
  - b. CCTV camera call-up and recording features (including video motion detection).
  - c. Recording parameters which includes but is not limited to:
    - 1) Resolution
    - 2) Frame rate
    - 3) Compression
  - d. User rights, restrictions, and camera hierarchy.



2. Document the results of the meeting and perform necessary programming to achieve Port's request.
3. Provide maps with active icons using Port provided CAD/PDF drawings. Contractor may need to create additional floor plans (approximately 30%) for locations where the Port may not have CAD/PDF drawings.
4. Setup and program the system such that no additional programming required.
5. Use the camera naming convention agreed upon at the programming meeting when programming point names into the system.
6. Perform 2 full system backups at completion of initial programming and deliver one copy to the Port with Transmittal explaining information included in backup and brief description of recovery procedures. Perform backups on a regular basis through the remainder of the project.
7. Customize menus with the assistance of the factory to "gray-out" features not used on project.
8. Perform field software changes after the initial programming session to "fine tune" operating parameters and sequence of operations based on revised operating requirements.

### **2.3.3 Training**

1. Prior to completion of project, meet with Port to determine training criteria for each user level.
2. Provide factory lead user/system administration training within 40 miles of OIA for up to 10 participants.
3. Provide user-level training on the new Milestone head-end to three separate shifts at the Airport's AOC.
4. Provide supervisor level training on the new Milestone head-end to three separate shifts at Airport's AOC.
5. Provide admin management level training on the new Milestone head-end to Airport IT, AVSEC, Airside Managers, and Airside Superintendents at a site to be determined.
6. Provide detailed training agendas for each training level with proposed dates, and times for review and approval a minimum of two weeks prior to proposed dates. Include training time for each shift.

## **SECTION 3 – TRANSPORTATION SECURITY ADMINISTRATION CAMERAS**

**(Note: Subject to TSA Funding)**

### **PART 1 – GENERAL REQUIREMENTS**

#### **3.1.1 Transportation Security Administration Cameras**

1. The Transportation Security Administration (TSA) desires the ability to record and monitor existing and new cameras through OAKs IP VMS.
2. Provide all labor, materials, appliances, tools, equipment, services, and supervision required to install new IP video cameras, remote monitoring stations, integration and programming to OAK's Milestone IP video surveillance system head-end,

testing, troubleshooting, training, and maintenance. The work includes both hardware and additional software licenses for system.

3. Include pricing for:
  - i. 158 new fixed cameras
  - ii. 12 new PTZ cameras
  - iii. VSS head-end and NDVR integration
  - iv. Project management and engineering
4. Four remote workstations at the following locations
  - i. OAKPORT
  - ii. AOC
  - iii. EOC
  - iv. Airport TSA Office
5. Provide programming for the cameras and integration to VSS and ACAMS.

#### **IV. Port Policy Requirements**

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

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

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

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

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

[http://www.portofoakland.com/pdf/responsibility/ndslbu\\_policy.pdf](http://www.portofoakland.com/pdf/responsibility/ndslbu_policy.pdf)

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

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

For questions or assistance regarding NDSLBU, contact Ms. Donna Cason, Contract Compliance Officer, (510) 627-1252, at the Port's Social Responsibility Division, or [dcason@portoakland.com](mailto:dcason@portoakland.com).

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 the Professional Services Agreement, Appendix C (Attachment 11), and must provide proof of insurance at the time of project award. Respondents must include a statement (Attachment 10) 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 this contract, the selected consultant will come into possession of sensitive information subject to Port of Oakland regulation. Those firms which are included on the short list for final consideration 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, 2013 is at least \$11.96 with credit given to the employer for the provision to covered employees of health benefits, and \$13.75 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](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, 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.

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 (MyLCM) 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 proposer fully understands the provisions of the Port's Professional Services Agreement and will execute such agreement if awarded the contract. Any objections to any provisions in such contract must clearly be identified in your proposal. Changes are discouraged.

## **V. Submission Requirements**

The Port has scheduled a Mandatory Pre-proposal meeting and Airport Tour on March 21, 2014 at 9:00 am. Please review table labeled "Proposal Information" (on the first page of the invitation for this RFP) for details.

Please respond to the following 10 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 10, in the order presented below. Please limit your total response to the number of pages indicated below (excludes the required attachment forms provided with this RFP).

### **Submittal Format:**

Responses may not be longer than 30 pages one sided or 15 pages double sided, printed on 8 1/2" x 11" paper and formatted in no smaller than 10 point font. Each section shall be labeled according to the sections below.

**1. Executive Summary and Company Introduction:** Submit a letter of introduction and executive summary of the proposal. Provide name of company (including name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and 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. Proposers who are

participating in the Safety Act or those in the process of seeking Safety Act certification are highly desirable. Those who are Safety Act certified or in the process of completing certification should include such information here. Firms who are Safety Act certified will be eligible for additional points in the evaluation process. For additional information, see Evaluation Criteria Section.

**2. Minimum Qualifications:** Provide documentation that your company meets all the Minimum Qualifications listed in the Minimum Qualifications Section of this RFP. Make sure to clearly provide evidence to such effect.

**3. Team Qualifications:** Identify key persons on the project team, including the project manager, the role each will play in the project, and provide a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without prior approval from the Port. Provide a description of experience and qualifications of the primary project team members, including brief resumes. Provide the names and similar information for all back-up or replacement personnel should the primary member of the project team is unavailable due to illness or other absence from work.

**4. Knowledge and Experience:** Provide relevant information about your company's knowledge and experience, including a list of two (2) or more projects (in similar size and scope and complexity to this RFP), with brief descriptions that demonstrate your experience.

**5. Clients:** Provide names, addresses and contact information for two (2) 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.

**6. Plan and Approach:** Provide an overview describing the general approach, scope of services, and methodology of your firm'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.

**7. Proposed Costs:** Provide your cost for the proposal on the Proposal Worksheet and attach any proposed fee schedules. All items, including lump sums, and unit prices must be filled in completely.

**8. Debarment:** 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 firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the agency that debarred your firm. The Port must review the reason and duration for the debarment before it can determine if your firm can be considered for this project.

**9. Port Policy Requirements:** Provide documentation to support the policy requirements listed in the Section IV (Port Policy Requirements). Any exceptions to the Port's Professional Services Agreement must be clearly set forth in your proposal.

**10. Required Forms:** The Respondent must fill out all forms included in the RFP (listed in the attachments section) and return them with your proposal. Failure of the Respondent to provide any information requested in the RFP may result in rejection for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

## **VI. 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
1	<u>Minimum Qualifications</u> As evidence from your response to item 2 of the Submittal Requirements Section.	Pass/Fail
2	<u>Company Information, Resources, References, Policy Requirements and Required Forms</u> Respondent's capacity to provide professional service as evidenced by past performance, company information, resources, and debarment statement as evidence from your response to items 1, 5, 8, 9, and 10 of Submission Requirements section.  Respondents participating in Safety Act <sup>1</sup> will qualify for additional points.	12%  5%
3	<u>Knowledge/Experience and Key Personnel</u> Respondent's knowledge and experience in providing professional service as evidence from your response to items 3 and 4 of Submission Requirements section.	14%
4	<u>Plan and Approach</u> As evidence from your response to item 6 of Submission Requirements section.	27%
5	<u>Proposed Costs</u> As evidence from your response to item 7 (Proposal Worksheet) of Submission Requirements section.	27%
6	<u>Non-Discrimination 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.	15%
	<b>Total</b>	<b>100%</b>

<sup>1</sup> Respondents providing proof of contract award of either Safety Act required insurance coverage and Designation and Certification, or evidence of filing an application with the Department of Homeland Security (DHS) pursuant to the Safety Act for Designation and Certification that Contractor's services as a Service Provider in providing the RT Program at the Airport will be eligible for additional points.

Safety Act – Defined Terms:

- a. "Designation" – the Designation of a QATT under the Safety Act issued by the Under Secretary under authority delegated to the Under Secretary by the Secretary of Homeland Security pursuant to 6 CFR Part 25.
- b. "Certification" – the Certification that a Qualified Anti-Terrorism Technology, for which a Designation has been issued, will perform as intended, conforms to the Seller's specifications, and is safe for use as intended. A Certification for a QATT is issued by the Under Secretary for purposes of establishing a rebuttable presumption of the applicability of the government contractor defense pursuant to section 25.8 of 6 CFR Part 25.

- c. "Qualified Anti-Terrorism Technology (QATT)" – any product, equipment, service (including support services), device or technology (including information technology) designed, developed, modified, procured, or sold for the purpose of preventing, detecting, identifying, or deterring acts of terrorism of limiting the harm such acts might otherwise cause, for which a Designation has been issued pursuant to 6 CRF Part 25.
- d. "Safety Act" – 6 U.S.C. Sections 441-444. Creates incentives for the development and deployment of anti-terrorism technologies by limiting the risk of financial liability for sellers/providers/suppliers of qualified anti-terrorism technologies in the event they are sued for damages after a terrorist attack. Under the Safety Act, suppliers and sellers of anti-terrorism technology may also receive a Designation as a QATT and they may also receive a Certification for an Approved Product for Homeland Security for purposes of establishing a rebuttable presumption of the applicability of the government contractor defense.

## **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 top three highest scoring firms will be invited to proceed to the next step of the selection process, the oral interview. A panel comprised of Port staff and/or other security professionals will evaluate the interviewed firms. Interview details and scoring requirements will be provided to select Respondents prior to the interviews.

## **VII. 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 Professional Services Agreement. **See Section 5** of the Professional Services Agreement (Attachment 11).

**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 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 Port, or other officer, agent or employee of 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 Port for cause. Respondent agrees that if it enters into a contract with the Port, it will comply with all applicable conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

**H. Cost of Preparing a Response**

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

**I. Law Compliance**

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

**J. Respondent's Relationship**

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



**K. Proposal Considerations and Legal Proceeding Waiver**

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

**L. False Statements**

False statements in a proposal will disqualify the proposal.

**M. Taxes**

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

**N. Grade of Service**

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

**O. The Respondent's Liability**

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

**P. Amendments**

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

**Q. Withdrawal or Modification of Offers**

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

**R. Acceptance**

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

**S. Representations**

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

**T. Award Consideration and Length of Contract**

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

**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 may file a protest of award in accordance with the provisions set forth below:

1. Any protest must be submitted in writing to John Betterton, Secretary of the Board, by 5:00 p.m. of the fifth (5th) business day following publication of the identity of the apparent successful proposer (or of notice of intended 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 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 creditable evidence.

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

Provided that a protest is filed in strict conformity with the foregoing, protests shall be heard by the Executive Director, or his/her designee, who shall issue a written report and a recommended disposition of the protest, including written findings of fact and any conclusions of law. The Executive Director will resolve any protests associated with the selection.



## Non-Collusion Declaration

### **RFP No.: 13-14/13 Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade**

(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 of 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**

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**RFP No.: 13-14/13 Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**PORT OF OAKLAND**

**RFP Acknowledgement and Signature Form**

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**RFP No.: 13-14/13 Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade**

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.

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: \_\_\_\_\_

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**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.: 13-14/13 Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade**

Provide your proposed cost structure for this project. The following tables are necessary to provide a way of comparing proposal amounts amongst competing firms. Please complete the tables and include it with your proposal, and provide any additional costs which may not be listed below.

**Note:** Cost for the following tables should not include any Rental Equipment and Materials.

Rental equipment and materials will be measured and paid for as described below and furnished as directed by the Port.

**A. Tools and Equipment shall be furnished with the approval of the Port at the rental rate as specified herein.**

Payment for Tools and Equipment: the crew supplied by the Contractor shall furnish or be furnished by the Contractor with such tools as are customarily furnished by or supplied to workers employed in security system work (including pickup trucks, portable generators, and traffic control equipment). Reimbursement for the same shall be considered included in other items in this proposal worksheet. No additional separate payment will be made.

Compensation for large trucks, cranes, pumps, and other special equipment furnished by the Contractor, as directed by the Port, shall be paid for under this item in accordance with the following requirements: Equipment furnished without operator will be paid for at the rental rate approved by the Port plus ten percent (10%). The approved rental rate shall be the least of current rental rates for this equipment, in the industry, California Department of Transportation (Caltrans) rate or the Contractor's own equipment rental rate.

Equipment furnished with operator(s) will be paid for at the rental rate approved by the Port which will include the operator(s) wages and fringes, plus fifteen percent (15%) of the approved rental rate. The approved rental rate shall be the least of current rental rates for this equipment with operator(s) in the industry, Caltrans rate or the Contractor's own equipment rental rate.

**B. Materials shall be furnished at cost plus 15% of material cost.**

Payment for Materials: Materials shall be furnished at cost plus fifteen percent (15%) of material cost. Current California Sales Tax shall be applied before computing the fifteen percent markup. In the event that there are any costs for delivery, they shall be added to the cost of the materials before the fifteen percent markup is determined.

The Port reserves the right to furnish materials to be used under this Contract. No markup will be allowed for materials furnished by the Port of Oakland. Any costs for delivering such Port furnished materials to the job site shall be considered included in other items in this Proposal Worksheet. No additional separate payment will be made.

## Section 1: Security Systems Maintenance (ACAMS and VSS Preventative Maintenance)

A. Part 1 – Contract Work Other Than Work Separately Provided Under Other Items and Review of Existing Record, Documents, Maintenance, Reports and Logs:

Line	Item	Description	Price
1	Contract Work Other than Work Separately Provided for Under Other Items.	<ul style="list-style-type: none"><li>The lump sum price to be paid under this item for each contract year includes full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services and supervision for accomplishing all Work specified herein or in the Contract Documents but not be paid for under separate items.</li></ul> <p><b>Note:</b> Additional information regarding line item will be explained during site visit.</p>	Total Cost (Lump Sum): \$ _____
2	Review Existing Record Documents, Maintenance, Reports, and Logs.	<ul style="list-style-type: none"><li>This is a lump sum price to be paid during the first contract year only – One-time fee.</li><li>Full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision for performing review of existing security system (ACAMS and VSS) record documents, maintenance reports, and logs.</li><li>In accordance to the requirements stated in the Scope of Services.</li></ul>	Total Cost: \$ _____

A. Part 1 – Contract Work Other Than Work Separately Provided Under Other Items and Review of Existing Record, Documents, Maintenance, Reports and Logs:

A. \$ \_\_\_\_\_  
Part 1 Total Cost (Line 1 and Line 2)

B. Part 2 – ACAMS Security System Maintenance Yearly Cost, Straight Labor rate for On-Call Repair, and Premium Services

Line	Item	Description	Price
1	ACAMS Security System Yearly Preventative Maintenance Cost:	<ul style="list-style-type: none"> <li>Full compensation for furnishing all labor, materials, appliances, tools equipment, transportation, services, and supervision to provide preventative maintenance for ACAMS Security System.</li> <li>Based on the requirements stated in the Scope of Services – Section 1 – Security Systems Maintenance.</li> </ul>	Price for one year (12 months) onsite maintenance contract:  \$ _____
2	200 Labor Hours Straight-Time On-Call Rate:	<ul style="list-style-type: none"> <li>Based on normal business hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding holidays, as approved as the Port.</li> <li>Includes labor, material, equipment, tools, transportation, services, and supervision.</li> <li>Includes a thirty minutes telephone response time by a qualified technician.</li> <li>Based on a two hour on-site response time by a qualified crew of ACAMS Security Systems.</li> <li>Hours billed shall include only work hours at the job site and shall not include time employees spend traveling to and from job site.</li> <li>Rate is also for On-site ACAMS Security System training for Port's security operators and any modifications, upgrades, and minor additions to the ACAMS Security System requested by the Port.</li> <li>In accordance to the requirements stated in the Scope of Services.</li> </ul>	Hourly labor rate:  \$ _____  (X) 200 Labor Hours =  \$ _____
3	100 Labor Hours Premium-Time On-Call Rate:	<ul style="list-style-type: none"> <li>Based on after business hours of 5:00 p.m. to 8:00 a.m., Monday to Friday, excluding holidays, as approved as the Port.</li> <li>Includes labor, material, equipment, tools, transportation, services, and supervision.</li> <li>Includes a thirty minutes telephone response time by a qualified technician.</li> <li>Based on a two hour on-site response time by a qualified crew of ACAMS Security Systems.</li> <li>Hours billed shall include only work hours at the job site and shall not include time employees spend traveling to and from job site.</li> <li>In accordance to the requirements stated in the Scope of Services.</li> </ul>	Hourly labor rate:  \$ _____  (X) 100 Labor Hours =  \$ _____

B. Part 2 – ACAMS Security System Maintenance Yearly Cost, Straight Labor rate for On-Call Repair, and Premium Services

B. \$ \_\_\_\_\_  
 Part 2 Total Cost (Line 1, Line 2, and Line 3)



C. Part 3 – VSS Security Systems Maintenance Yearly Cost, Straight Labor rate for On-Call Repair, and Premium Services

Line	Item	Description	Price
1	VSS Security System Yearly Preventative Maintenance Cost:	<ul style="list-style-type: none"> <li>Full compensation for furnishing all labor, materials, appliances, tools equipment, transportation, services, and supervision to provide preventative maintenance for ACAMS Security System.</li> <li>Based on the requirements stated in the Scope of Services – Section 1 – Security Systems Maintenance.</li> </ul>	Price for one year (12 months) onsite maintenance contract:  \$_____
2	200 Labor Hours Straight-Time On-Call Rate:	<ul style="list-style-type: none"> <li>Based on normal business hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding holidays, as approved as the Port.</li> <li>Includes labor, material, equipment, tools, transportation,</li> <li>Includes a thirty minutes telephone response time by a qualified technician.</li> <li>Based on a two hour on-site response time by a qualified crew of VSS Security Systems.</li> <li>Hours billed shall include only work hours at the job site and shall not include time employees spend traveling to and from job site.</li> <li>Rate is also for On-site ACAMS Security System training for Port's security operators and any modifications, upgrades, and minor additions to the ACAMS Security System requested by the Port.</li> <li>In accordance to the requirements stated in the Scope of Services.</li> </ul>	Hourly labor rate:  \$_____  (X) 200 Labor Hours =  \$_____
3	100 Labor Hours Premium-Time On-Call Rate:	<ul style="list-style-type: none"> <li>Based on after business hours of 5:00 p.m. to 8:00 a.m., Monday to Friday, excluding holidays, as approved as the Port.</li> <li>Includes labor, material, equipment, tools, transportation, services, and supervision.</li> <li>Includes a thirty minutes telephone response time by a qualified technician.</li> <li>Based on a two hour on-site response time by a qualified crew of VSS Security Systems.</li> <li>Hours billed shall include only work hours at the job site and shall not include time employees spend traveling to and from job site.</li> <li>In accordance to the requirements stated in the Scope of Services.</li> </ul>	Hourly labor rate:  \$_____  (X) 100 Labor Hours =  \$_____

C. Part 3 – VSS Security System Maintenance Yearly Cost, Straight Labor rate for On-Call Repair, and Premium Services

C. \$ \_\_\_\_\_  
 Part 3 Total Cost (Line 1, Line 2, and Line 3)

**Cost Summary of Section 1: Security Systems Maintenance (ACAMS and VSS Preventative Maintenance)**

A. Part 1 – Contract Work Other Than Work Separately Provided  
Under Other Items and Review of Existing Record, Documents,  
Maintenance, Reports and Logs: \$\_\_\_\_\_

B. Part 2 – ACAMS Security System Maintenance:  
(Cost of Yearly Maintenance Cost, 200 Labor and 100 Labor Hours) \$\_\_\_\_\_

C. Part 3 – VSS Security System Maintenance:  
(Cost of Yearly Maintenance Cost, 200 Labor and 100 Labor Hours) \$\_\_\_\_\_

**Total Cost – Section 1 (A + B + C):** \$\_\_\_\_\_

## Section 2: Video Surveillance System Upgrade

Line	Item	Description	Price
1	Provide New Head-end CCTV Upgrade from Analog VSS to IP VMS.	<ul style="list-style-type: none"> <li>The lump sum amount to furnish all labor, materials, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for performing the new head-end upgrade of the VSS from analog to IP as specified in Scope of Services, Section 2: Video Surveillance System Upgrade.</li> </ul>	Total Cost:  \$ _____
2	Provide Licenses and Programming for Terminal 1 IP Video Camera to Integrate with New Head-end CCTV Upgrade.	<ul style="list-style-type: none"> <li>The lump sum price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for providing licenses and programming for terminal 1 IP video cameras to integrate with new head-end CCTV upgrade as specified in Scope of Services, Section 2: Video Surveillance System Upgrade.</li> </ul>	Total Cost:  \$ _____
3	25 Cameras - Replace Existing Analog Camera with New IP Camera to Integrate with New Head-end Upgrade.	<ul style="list-style-type: none"> <li>This item will be measured at per unit cost. This item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision to replace an existing analog fixed camera with a new fixed IP Camera and integration with the new head-end CCTV upgrade, as specified in Scope of Services, Section 2: Video Surveillance System Upgrade. This is only an estimated of number of cameras to be replaced in a year.</li> </ul>	Per Unit Cost:  \$ _____  (X) 25 Cameras =  \$ _____

## Section 2 – Video Surveillance System Upgrade

\$ \_\_\_\_\_  
 Section 2 Total Cost (Line 1, Line 2, and Line 3)

### Section 3: Transportation Security Administration Cameras (Subject to TSA Funding)

Line	Item	Description	Price
1	TSA Cameras.	<ul style="list-style-type: none"><li>The lump sum price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for providing TSA Cameras and integration with the new head-end CCTV upgrade, as specified in Scope of Services, Section 3: TSA Cameras.</li></ul>	Total Cost:  \$_____

#### Summation of all Section Cost:

Section 1 - Cost To Provide Security Systems Maintenance (ACAMS and VSS): \$\_\_\_\_\_

Section 2 - Cost To Provide Video Surveillance Systems Upgrade: \$\_\_\_\_\_

Section 3 - Cost To Provide Transportation Security Administration Cameras: \$\_\_\_\_\_

**Total Cost (Section 1 + Section 2 + Section 3):** \$\_\_\_\_\_

Company Name: \_\_\_\_\_

Respondent Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The undersigned, having reviewed and in accordance with the Scope of Services and Technical Requirements of this Request for Proposal hereby proposes to furnish all labor, material, equipment, supplies, applicable taxes, bonding and insurance necessary to provide Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade to the Port of Oakland – Oakland International Airport. Respondent hereby agrees to perform all the work as set forth in the bid documents and abide by all Terms and Conditions.



## PORT OF OAKLAND

## Non-Discrimination and Small Local Business Utilization Policy

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**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-B. 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 Pamela Bell at [pbell@portoakland.com](mailto:pbell@portoakland.com) or (510) 627-1419. 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](mailto:dcason@portoakland.com) in the Port's Social Responsibility Division.



**PORT OF OAKLAND**

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

Company	Nature of Work to be Performed	Prime or Sub?	Location of Firm	*LIA/LBA SBE/VSBE Certification Status	Percent of Total Contract	Percent of Sub-consulting Work
(Name of Prime)		<b>Prime</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
<b>Total</b> (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

<b>PRIME CONTRACTOR</b>		<b>BUSINESS ADDRESS</b>				<b>CONTRACT BID AMOUNT</b>		<b>DATE OF THIS REPORT</b>	
<b>PORT PROJECT NAME</b>				<b>PORT PROJECT NUMBER</b>	<b>WORK AUTHORIZATION #</b>	<b>TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS</b>		<b>PROJECT COMPLETION DATE</b>	
(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	<b>CONTRACT PAYMENTS</b>					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
<b>TOTAL</b>				\$	\$	\$	\$		

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).

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT</b>		
<b>AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE</b>	<b>BUSINESS PHONE NUMBER</b>	<b>DATE</b>

**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.**

<b>COMMENTS:</b>



# PORT OF OAKLAND

## Final Utilization of Local and Small Business Enterprises

<b>PRIME CONTRACTOR</b>		<b>BUSINESS ADDRESS</b>				<b>CONTRACT BID AMOUNT</b>		<b>DATE OF THIS REPORT</b>	
<b>PORT PROJECT NAME</b>					<b>PORT PROJECT NUMBER</b>	<b>WORK AUTHORIZATION #</b>	<b>TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS</b>	<b>PROJECT COMPLETION DATE</b>	
(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	<b>CONTRACT PAYMENTS</b>					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
<b>TOTAL</b>				\$	\$	\$	\$		

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).

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT</b>		
<b>AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE</b>	<b>BUSINESS PHONE NUMBER</b>	<b>DATE</b>

**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:

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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.**

<b>COMMENTS:</b>



**PORT OF OAKLAND**

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

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**RFP No.: 13-14/13, Airport Security Systems Maintenance/Repair and Video  
Surveillance System Upgrade**

I hereby certify that \_\_\_\_\_ (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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_



**PORT OF OAKLAND**

**City of Oakland City Charter § 728  
Living Wage Information**

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**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, 2013, \$13.75 without health benefits or \$11.96 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 \$1.79 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](mailto: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](mailto:cng-wong@portoakland.com)



**PORT OF OAKLAND**

**Statement of Living Wage Requirements**

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**RFP No.: 13-14/13 Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**PORT OF OAKLAND**

**Insurance Requirements**

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**RFP No.: 13-14/13 Airport Security Systems Maintenance/Repair and Video  
Surveillance System Upgrade**

Please refer to Appendix C of the attached Professional Service Agreement – Attachment 11



**PORT OF OAKLAND**

**Insurance Acknowledgement Statement**

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**RFP No.: 13-14/13 Airport Security Systems Maintenance/Repair and Video Surveillance System Upgrade**

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 11) 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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 11**

**PROFESSIONAL SERVICES AGREEMENT**

**Between**

**PORT OF OAKLAND**

**And**

**[Airport Security System Maintenance/Repair and  
Video Surveillance Systems Upgrade]**

**(Contract No. \_\_\_\_\_)**

**Dated**

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **(Airport Security System Maintenance/Repair and Video Surveillance Systems Upgrade)**

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract") is entered into on      between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"), and ("Consultant"), identified on Appendix E, who agree as follows:

**1. Scope of Professional Services.** The Consultant shall perform all services and deliver all goods described in Appendix A ("Services"), for the compensation set forth in Appendix B ("Compensation"), which appendices are attached and made a part of this Contract.

**2. Term.** This Contract shall become effective upon its execution by Consultant and by Port (including approval by the Port Attorney). All Services whenever performed shall be deemed performed under this Contract, and all compensation paid to Consultant on account of the Services performed shall be deemed as payments of the Compensation.

**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.

Consultant shall supply all goods or perform the services and represents and warrants that the services performed or goods supplied are (i) as specified in the Contract, (ii) in a good and workmanlike manner, (iii) in conformity to all applicable specifications and (iv) in compliance with all applicable laws, ordinances, rules, regulations, codes, professional standards, permits, or land use restrictions or limitations of any governmental authority at any time applicable to Consultant, the services and goods supplied or this Contract ("Applicable Law"). Consultant further represents and warrants that all goods sold under this Contract are new (unless otherwise specifically stated in the Contract), merchantable and fit for the particular purpose specified by the Port, and all services provided under this Contract conform to the standard of practice of persons specializing in performing services of similar nature and complexity. Nothing in this Contract shall be construed to limit or exclude any warranties implied by law. Consultant hereby assigns to the Port all of the Consultant's rights under manufacturers', subcontractors' or other warranties or indemnities with respect to the goods delivered.

**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 Contract 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.

5.3 Port shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. Port shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provisions is on Consultant. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.

5.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of Port and other Indemnitees in the exact form and substance of those contained in this Agreement.

5.5 Port acknowledges that the discovery, presence, handling or removal of asbestos products polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant's expertise and is not included in the Scope of Services Consultant is to perform nor included in Consultant's insurance. Port shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with Port's expert consultant as required by Appendix "A", Services To Be Provided By Consultant.

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

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

or to such other place as the Port may such similar notice in writing designate. If to the Consultant, the same shall be addressed to the individual and address noted on Appendix E 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 Contract 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 Contract. Terms in this Contract 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 Contract, 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 Contract in whole, or from time to time in part, for default, should Consultant commit a material breach of this Contract, 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 Contract 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 Contract 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 Contract 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 Contract shall be deemed works for hire and all copyrights in such works shall be the property of the Port. With Port's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

**12. Audit/Inspection of Records.**

12.1 Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Contract, and invoices, payrolls, records and all other data related to matters covered by this Contract. 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 Contract shall have the same rights conferred to Port by this section. Such rights shall be specifically enforceable.

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

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

12.4 Consultant agrees, upon commencement of an audit by or on behalf of the Port pursuant to this Section 12 (an "Audit"), to toll for the Tolling Period (as defined below) all applicable periods of any statutes of limitations, laches or other defenses based on the Port's failure to file an action during the Tolling Period with regard to any matter arising out of the Audit. Such tolling shall commence on the Port's written notice to the Consultant that the Audit has commenced (the "Tolling Effective Date") and shall end four years after the date that the Port delivers to the Consultant a written copy of the Port's final findings on the Audit or on such later date as may be set forth in a written agreement between the parties (the later of such dates is the "Tolling Termination Date," and the period commencing on the Tolling Effective Date and ending on the Tolling Termination Date is the "Tolling Period"); provided, however, that the Tolling Period shall in no event be in excess of the time provided for in California Code of Civil Procedure § 360.5. Consultant agrees not to assert the defense of laches, statute of limitations or any other defense based upon the Port's failure to timely file an action during the Tolling Period with regard to any matter arising out of the Audit. Notwithstanding the foregoing, the tolling agreement set forth in this paragraph shall be inadmissible to determine liability or damages or any issue in dispute (other than the Tolling Period) under the Audit, whether before regulatory bodies, alternative dispute resolution proceedings or state or federal courts.

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

**14. 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 Contract.

**15. California Law.** This Contract shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Contract 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 Contract shall be in Alameda County, California. Should any clause, provision or aspect of this Contract be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Contract shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Contract.

**16. No Third Party Beneficiaries.** Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract. Time is of the essence in the performance of this Contract.

**17. Entire Contract.** This Contract and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Contract, 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 Contract or written modification. All prior negotiations are merged into this Contract and shall be inadmissible in any enforcement of this Contract.

**18. 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 Contract. 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 Contract, 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 Contract 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.

**19. Statutes of limitation.** As between the parties to this Contract, 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 Contract, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

**20. Covenant Against Contingent Fees:**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

**21. Severability.** Any provision or portion thereof of this Contract 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 Contract. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

**22. Compliance with Laws.**

22.1 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 RFP 13-14/13, Attachment 11, (Page 7 of 21)

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.

22.2 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.

22.3 Consultant, as a condition of execution of this Contract certifies under penalty of perjury and as a condition of payment of its invoice(s) for service provided under this Contract 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 Contract 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 22.3 and not defined shall have the meaning ascribed to such terms in the respective applicable Living Wage laws.

## **23. Prevailing Wage And Other Consultant Construction Related Requirements:**

(a) Basic Requirements: Consultant agrees that:

(1) Consultant acknowledges that under the California Labor Code, certain types of work performed “during the design and preconstruction phases of construction” constitute “public works” as that term is defined in the Labor Code. To the extent that Consultant’s scope of services under this agreement includes “public works”, Consultant shall comply with the prevailing wage requirements of this Agreement with respect to the workers performing such public works:

**“(A) The Public Work Prevailing Wage Requirements, which are the applicable prevailing wage requirements of California Labor Code Sections 1720 et seq. and Port Ordinance No. 1606, as amended, and which generally apply to construction, costing more than \$1,000.00, which is made on or to Port property and the cost of which is paid for in whole or in part by the Port’s advance or reimbursement to Consultant or by credit against other sums due the Port; and**

(b) Additional Prevailing Wage Provisions: The following provisions of this subsection apply only if, and to the extent that, the prevailing wage requirements are applicable.

The prevailing wage requirements shall apply to the employees of any employer including the Consultant, any subconsultant of Consultant, any general contractor or subcontractor or other contractor engaged in construction for the Improvements by the Consultant, including their

successors and assignees, but shall not apply to supervisory or managerial personnel or to persons employed in the rental, operation or (in the case of Private Work Prevailing Wage Requirements only) maintenance of the Premises.

The Consultant shall cause the provisions of this subsection to be incorporated into each contract and subcontract, and Agreement which would be subject to this subsection. In the event the provisions are not so incorporated, the Consultant shall be liable to the worker in any action or proceeding for the difference between the prevailing wage rate required to be paid and the amount actually paid to the worker, including costs and attorney fees, as if the Consultant were the actual employer.

The prevailing wage requirements of this subsection will be monitored and enforced by the Port. In addition to any other rights provided by California law to recover compensation, a worker that has been paid less than the prevailing wage rates shall have a right to commence an action or proceeding against the employer of the worker for the difference between the prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which the worker was paid less than the compensation required to be paid under the provisions of this subsection. No issue other than that of the liability of the employer for the amount of unpaid wages allegedly due shall be determined in such action or proceeding, and the burden shall be on the employer to establish that the amounts demanded are not due. A worker recovering any or all of the wages claimed to be due shall recover his costs and attorney fees in securing such recovery. Nothing in this section shall preclude its enforcement by the California Division of Labor Standards Enforcement.

Nothing in this Agreement shall prevent the employment of any number of properly registered apprentices, as defined in Chapter 4, Division 3 of the Labor Code. Every such apprentice shall be paid not less than the standard wage paid to apprentices under the regulations of the crafts or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is in training. Good faith efforts shall be made to maintain a ratio of apprentices to journeymen of not less than 20%, if the employer is signatory to an agreement to train, or otherwise bound to train, apprentices. When submitting the certified payroll records required hereunder Consultant shall submit documentary proof of the valid apprentice status of any worker listed as an apprentice.

Consultant agrees that, any action by Consultant or its assignee against the Port for the recovery of penalties or forfeitures shall be commenced, and written notice thereof shall be actually received by the Port, within the ninety-day period after the Port's Chief Engineer notifies Consultant in writing that the Chief Engineer has determined that the work is Substantially Complete. Consultant agrees that such suit on the Agreement for alleged breach thereof in not making an advance or reimbursement or in not permitting a credit to rent or other sums due the Port is the exclusive remedy of Consultant or the Consultant's assignee with reference to such penalties or forfeitures. Consultant or Consultant's assignee may bring such suit without permission of the Port, but the suit shall be limited to the recovery of the penalties or forfeitures without prejudice to Consultant or Consultant's assignee's rights in other matters affecting the Agreement. Consultant agrees that no other issues shall be presented to the court in such case and the burden shall be on the plaintiff to establish plaintiff's right to the penalties or forfeitures withheld or to be withheld.

Consultant agrees that to the extent that Consultant is required to comply with the prevailing wage requirements, Consultant shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of the California Labor Code), in effect on the date of the Port's first approval of a building permit or other approval of the work. Copies of the applicable prevailing rate of per diem wages are on file at the Port's principal office and will be made available to any interested party on request. Consultant agrees to post a copy of the prevailing rate of per diem wages at each job site.

Consultant, as a penalty to the Port, shall forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof (or such other sum as specified from time to time by Section 1775 of the California Labor Code), for each worker paid less than the applicable prevailing rates for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Consultant.

To the extent that there is insufficient money due Consultant as an advance, reimbursement or credit to cover all penalties forfeited and amounts due and in all cases where the Agreement does not provide for a money payment by the Port to Consultant, and except in cases where enforcement authority is vested in the State pursuant to Section 1775 of the California Labor Code, the Port not later than ninety (90) days after the filing of a valid notice of completion in the office of the Alameda County Recorder or not later than ninety (90) days after the Port's acceptance of the work, whichever last occurs, may maintain an action in any court of competent jurisdiction to recover the penalties and the amounts due provided for herein. Consultant agrees that no issue other than that of the liability of Consultant for the penalties allegedly forfeited and amounts due shall be determined in such action, and the burden shall be upon Consultant to establish that the penalties and amounts demanded in such action are not due. Out of any money withheld or recovered or both there shall first be paid the amount due each worker and if insufficient funds are withheld or recovered or both to pay each worker in full the money shall be prorated among all such workers.

Consultant agrees to keep or cause to be kept by each contractor and subcontractor an accurate payroll record for each worker employed on work covered by this Paragraph showing all of the information specified in subsection (a) of Section 1776 of the California Labor Code. All such payroll records shall be certified, available for inspection and filed in accordance with the procedures specified in subsections (b)-(e) inclusive of Section 1776 of the California Labor Code. In addition, copies of such certified payroll records shall be filed with the Port within a reasonable time not to exceed fifteen (15) days from close of payroll by the respective employer.

It is understood and agreed that all documents that Consultant is required to submit to or file with the Port under this subsection shall constitute public records that shall be available to any member of the public for review or copying in accordance with the California Public Records Act.

In the event of repetitive breach of the requirements of this subsection by Consultant, the Port shall be entitled, in addition to all other remedies hereunder for breach of the Agreement, to appoint at Consultant's expense a special monitor to oversee Consultant's compliance. Fees for said special monitor shall be billed to Consultant, which fees Consultant agrees to pay as additional rent within 10 days after Consultant's receipt of such bill. In the event of noncompliance with the foregoing requirements concerning payroll records which continues for more than ten (10) days after the Port gives to Consultant written notice specifying in what respects Consultant must comply, Consultant shall forfeit as a penalty to the Port for each worker twenty-five dollars (\$25) for each calendar day, or portion thereof, until strict compliance is effectuated.

Consultant shall be responsible for complying with Section 1777.5 of the California Labor Code concerning apprenticeable occupations, with respect to all work covered by that section.

Except where the context otherwise requires, the definitions of terms and phrases contained in the State prevailing wage law, Sections 1720 et seq. of the California Labor Code, and in the implementing administrative regulations, shall apply to the same terms and phrases which are used in the prevailing wage requirements of this subsection.

**24. Limitations on Consultant's Authority.** Consultant acknowledges and agrees that its performance under this Agreement shall not require it to serve in a staff capacity with the Port. Consultant acknowledges and agrees that nothing in this Agreement requires or authorizes it to make any governmental decision, including, but not limited to the following: 1) whether the Port should enter into, modify or renew any contract, 2) whether to grant Port approval to any contract or the specifications for a

contract, 3) whether to grant Port approval to a plan, design, report, or study, or 4) whether to adopt or grant Port approval of, policies, standards, or guidelines for the Port.

IN WITNESS WHEREOF, the parties hereto have executed this Contract 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: \_\_\_\_\_

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 \_\_\_\_\_ 2014.

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

\_\_\_\_\_  
**DANNY WAN**  
Port Attorney

**Port Resolution No.**

**P.A.#:** \_\_\_\_\_

## **APPENDIX A – SCOPE OF SERVICES**

This is an appendix attached to, and made a part of, the Contract dated \_\_\_\_\_ between City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port") and ("Consultant") for the provision of professional services.

### **SCOPE OF SERVICE:**

[As specified in the Request for Proposal]

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

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### **COMMENCEMENT AND TERM:**

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

END OF APPENDIX A



## APPENDIX B – PAYMENT

This is an appendix attached to, and made a part of, the Contract dated \_\_\_\_\_ between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (“Port”) and \_\_\_\_\_ (“Consultant”) for the provision of professional services.

**1. Basic Services.** The Port will pay Consultant for Basic Services, a maximum compensation of \$\_\_\_\_\_ (“Contract Price”), 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 Contract. If Port and Consultant previously executed a purchase order for services within the scope of the Services of this Contract, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Contract and the previous payments deemed payments against the Contract 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. \_\_\_\_\_. Increase in maximum compensation with additional changes in scope of services shall be documented by a supplemental agreement to this contract

☐ 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 work

☐ monthly based upon Consultant’s percentage completion of the Services as determined by Port

☐ as set forth in the attached schedule

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

☐ Yes ( ☐ 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 the Project Manager.**

All payments require a written invoice from Consultant in a form acceptable to the Port. Each invoice must indicate thereon whether it constitutes a "Partial Billing" or "Final Billing". Each invoice is subject to review and verification by the Port. The time for payment of invoices (and for calculating any net discounts) shall run from the date on which proper, correct and complete invoices are received by the Port. Payment for all Work shall be made by the Port within thirty (30) days of receipt by the Port of an itemized, proper, correct and complete invoice from Consultant. Any amounts due to the Port from Consultant may be set off against any amounts due to Consultant from the Port, whether or not under the Contract.

**5. DELIVERY.** Consultant shall package and ship all goods to this Contract “Ship To” address at Consultant’s sole cost and expense. Packing slips must specify the quantity and description of goods shipped, the related Contract number and must accompany each shipment. Consultant shall be responsible for delivery and shall prepay all related shipping costs and add them to invoice. All goods are to be shipped F.O.B. destination: Port of Oakland, and risk of loss and title to goods shall remain with Consultant until the Port takes physical possession of

the goods. The Port may change the address for shipment prior to shipment by Consultant. Goods must be suitably packed to assure against damage from weather or transportation, and in accordance with instructions of the Port.

6. Consultant will issue a Maintenance Bond in the form attached hereto as Appendix F.

END OF APPENDIX B

## APPENDIX C - INSURANCE

This is an appendix attached to, and made a part of, the Contract dated «EffectiveDate» between the City of Oakland acting through its Board of Port Commissioners ("Port") and «ConsultantnaMe» ("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:** \$5,000,000 per occurrence; \$5,000,000 annual general aggregate; \$5,000,000 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, except \$5,000,000 each accident for vehicles operating in the South Field, the Aviation Operating Area ("AOA"), or any active airfields of the Oakland International Airport.
- **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 Work involves 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:** \$2,000,000 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 Work.
- **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:** \$5,000,000 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:**

- **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](mailto:risktransfer@portoakland.com)

END OF APPEDIX C

**APPENDIX D**  
**PROJECT MANAGER**

***Division Director***

***Technical Manager***

**APPENDIX E**

**CONSULTANT AND CONSULTANT'S NOTICE ADDRESS**

**Full Legal Name of Consultant:**

**Address :**

**Status (as Corporation, partnership,  
etc. and  
state of organization) :**

**Contact Individual :  
for Notice :**

**Position :**

**Telephone No. :**

**Facsimile No. :**

**E-Mail Address (if any) :**

APPENDIX F

**MAINTENANCE BOND**

THIS MAINTENANCE BOND ("Bond") dated \_\_\_\_\_ is in the penal sum of one hundred percent (100%) of the Contract Sum, which is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and is entered into by and between the parties listed below to ensure the faithful performance of the warranty provisions contained in the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Sections 1 through 12, attached to this page. Any singular reference to \_\_\_\_\_ (the "Contractor"), \_\_\_\_\_ (the "Surety"), City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

OWNER:

CONSTRUCTION CONTRACT:

CITY OF OAKLAND,  
A Municipal Corporation, Acting By and  
Through Its Board of Port Commissioners

Address: 530 Water Street  
Oakland, CA 94607  
Attention: Port Attorney

DATED \_\_\_\_\_, 20\_\_, in the  
amount of \$ \_\_\_\_\_.  
Contract No. \_\_\_\_\_

CONTRACTOR AS PRINCIPAL  
Company:

SURETY  
Company:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
\_\_\_\_\_

Name and Title: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

Approved as to Form and Legality this \_\_\_\_ day of  
\_\_\_\_\_, 2014.\_\_\_\_

\_\_\_\_\_  
DANNY WAN, Port Attorney

## **BOND TERMS AND CONDITIONS**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Port for the complete and proper performance of the warranty provisions contained in the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the warranty provisions of the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Port Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Port has issued a notice of final completion pursuant to the terms of the Construction Contract; and
  - 3.2 The Port has notified Contractor that any of the work, labor, or materials furnished by the Contractor pursuant to the Construction Contract fails to comply with the warranty provisions contained in the Construction Contract;
  - 3.3 Contractor fails to commence the necessary repairs within ten (10) calendar days.
4. When the Port has satisfied the conditions of Section 3, the Surety shall promptly (within ten (10) days) and at the Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Port, to perform and complete the necessary repairs (but Port may withhold consent, in which case the Surety must elect an option described in Sections 4.2, 4.3 or 4.4, below); or
  - 4.2 Undertake to perform and complete the necessary repairs itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids from qualified contractors acceptable to the Port for a contract for performance and completion of the necessary repairs, and, upon determination by the Port of the lowest responsible bidder, arrange for a contract to be prepared for execution by the Port and the contractor selected with the Port's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if the Surety's obligations defined in Section 6, below, exceed the Balance of the Contract Sum, then the Surety shall pay to the Port the amount of such excess; or
  - 4.4 Waive its right to perform and complete the necessary repairs, arrange for completion, or obtain a new contractor acceptable to the Port and with reasonable promptness under the circumstances, and, after investigation and consultation with the Port, determine in good faith the amount for which it may then be liable to the Port under Section 6, below, for the performance and completion of the necessary repairs and, as soon as practicable after the amount is determined, tender payment therefor to the Port with full explanation of the payment's calculation. If the Port accepts the Surety's tender under this Section 4.4, the Port may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If the Port disputes the amount of Surety's tender under this Section 4.4, the Port may exercise all remedies available to it at law to enforce the Surety's liability under Section 6, below.
5. If the Surety does not proceed as provided in Section 4, above, then the Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from the Port to the Surety demanding that the Surety perform its obligations under this Bond. At all times the Port shall be entitled to enforce any remedy available to the Port at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. The Surety's monetary obligation under this Bond is limited by the penal sum of this Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the



Contractor under warranty provisions contained in the Construction Contract. The Surety's obligations shall include, but are not limited to:

- 6.1 The responsibilities of the Contractor under warranty provisions of the Construction Contract.
- 6.2 The responsibilities of the Contractor under the Construction Contract to pay actual damages caused by non-performance of the warranty provisions of the Construction Contract, including but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
- 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of the Surety under Section 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than the Port or its successors or assigns.
8. The Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between the Port and the Contractor regarding the Construction Contract, or in the courts of the County of Alameda, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to the Surety, the Port or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by the Surety, the Port or the Contractor at the address shown on the signature page, however accomplished, shall be sufficient compliance as of the date received.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
  - 12.1 Construction Contract: The agreement between the Port and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.2 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, including but not limited to, "default," as provided in Document 00700 General Conditions.
  - 12.3 Port Default: Material failure of the Port, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify the Contractor's termination of the Construction Contract.