INVITATION FOR BID

NEC Professional-Grade Large Format Displays

18-19/13

PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607

PORT OF OAKLAND

INVITATION FOR BID

Bid No.: 18-19/13 – NEC Professional-Grade Large Format Displays

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

General Bid Information

Bid Title	NEC Professional-Grade Large Format Displays
Bid Type	Goods
Bid Number	18-19/13
Bid Issued	**February 4, 2019**
Issuing Department	Aviation – IT Department
Pre-bid Meeting	N/A
Scheduled Publication Date	**February 8, 2019** (Oakland Tribune)
Bid Due Date	**February 28, 2019 until 2:00 p.m.** Bids received after the time and date stated shall be returned unopened to the Bidder. All timely submitted Bids are opened at the Submittal Address 15 minutes after they are due.

Instructions for Submitting Bids

Submittal Address	Port of Oakland Attn: Nickulaus Sioson 530 Water Street (Second Floor, Purchasing Department) Oakland, CA 94607
Submittal Copies	One (1) Original
Submittal Envelope Requirements	Bids must be sealed and have the following information clearly marked and visible on the outside of the envelope: • Bid Number and Title • Name of Your Company • Address • Phone Number
Late Submittals	Bids received after the time and date stated in the Bid Due Date section shall be returned unopened to the Bidder.

How to Obtain Bid Documents

Bid documents may be obtained from the location(s) indicated in the table below:

Location	Address
Physical Location	Port of Oakland Purchasing Department 530 Water Street Oakland, CA 94607 Monday through Friday 9:00 AM to 4:00 PM (510) 627-1140
Website	http://www.portofoakland.com/business/bids-rfps/ Or navigate to the Port of Oakland's main website at: http://www.portofoakland.com/, then click on "Bids/RFPs" from the banner on the top of the page, and then scroll down to download the Bid.

Questions about the Bid or Request for Information

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

Primary Contact	Nickulaus Sioson Fax: (510) 893-2812 Email: nsioson@portoakland.com
Question/RFI Due Date	**February 15, 2019 until 4:00 p.m.** Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	**February 19, 2019** All pertinent questions will be responded to **via addendum** faxed (or emailed) to all prospective Bidders and placed on the Port's website. Bidders who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain Bid Documents" section for our web address. All addenda must be acknowledged on the Bid 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 Bidder shall comply with the Port's Non-Discrimination and Small Local Business Utilization Policy.

Title VI Solicitation Notice: The Port of Oakland, in accordance with the provisions of Title VI of the

Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Port reserves the right to reject any or all Bids, to waive any irregularities or informalities not affected by law, to evaluate the Bids submitted, and to award the Contract (or Purchase Order) according to the Bid which best serves the interests of the Port.

John Banisadr, Purchasing Manager

Attachments:

Title		Must Be Returned with Your Bid
1	Instruction to Bidders	No
2	Bid Form	Yes
3	Standard Purchase Order Terms and Conditions	No
4	Supplier Insurance Requirements	No
5	Non-Collusion Declaration	Yes
6	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 (Required after award.)
7	Statement of Living Wage Requirements	Yes
8	Statement of Equal Employment Opportunity	Yes

Enclosures

Title		Must Be Returned with Your Bid
A	Product Specification	No

Bid Submission:

The submission of a Bid shall be considered conclusive evidence that the Bidder has fully investigated and understands all conditions related to the Bid. The Bidder has read and become familiar with all of the Bid Documents, Attachments, Enclosures, and any Contract or Agreements. No claim for adjustment of the provisions of the Agreement shall be honored on the grounds that the Bidder was not fully informed as to its terms or any of these conditions. No verbal interpretation provided to any Bidder as to the meaning or consequence of any portion of the Bid, the Bid Documents or the Contract or Agreement shall be considered binding on the Port. No Bids shall receive consideration by the Port unless made in accordance with the following instructions:

1. 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.
2. Definition of Bidder: The terms "Bidder", "Consultant", "Contractor", "Respondent", "Seller", "Supplier", and "Vendor" whenever appearing in this Invitation for Bid or any attachments, are used interchangeably to refer to the company or firm submitting a Bid in response to this Invitation for Bid.
3. Deadline for Receipt of Bids and Multiple Bids: Bids must be sealed and delivered to the Submittal Address listed in the Invitation to Bid no later than the time specified in the invitation. The Port will place a clock ("Clock") in a conspicuous location at the place designated for submittal of Bids. For purposes of determining the time that a Bid is submitted, the Clock shall be controlling (unless at the time of the receipt the Clock malfunctions, then the Port's clock on its network phone system shall be controlling). The Port suggests that Bids be hand delivered to the Submittal Address in order to ensure their timely receipt. Any Bids mailed via an express mail service, US Postal Service, or other courier service shall not be considered timely received until date and time stamped by the controlling Clock. Any Bids received after the time stated (regardless of the cause of the delay, including whether caused by the express mail service, US Postal Services, other courier service, or the Port's mail handling personnel) shall not be opened and shall be returned, sealed, to the Bidder. No person, Bidder, firm, or corporation shall be allowed to make or file or be interested in more than one Bid unless alternate Bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or make a Prime Bid.
4. Bidder's Conference: If applicable, a mandatory bidder's conference (Pre-bid Meeting) will be held on the date specified in the Invitation for Bid, for the purpose of acquainting all prospective Bidders with the bid documents. It is imperative that all prospective Bidders attend this conference. The Pre-bid Meeting is mandatory (when indicated) for any party submitting a Bid. If a Bidder fails to attend the Pre-bid Meeting, any Bid submitted by that Bidder will be rejected and returned unopened by the Port. Following this meeting, a site review may be conducted to acquaint Bidders with the site.

5. Requests for Information: Any questions relative to the Bid should be in writing and directed to the designee specified in the Invitation for Bid and by the deadline for receipt of questions.

6. Bid Information: The information contained in this Bid is provided for the convenience of the Bidders. The Port does not represent or warrant the accuracy of any financial or statistical information contained in this Bid. In addition, any information contained in any other documents issued by the Port, about the Port, may only be relied upon by a Bidder at its sole risk. It is the responsibility of the Bidder and other interested parties to assure themselves that the information in this Bid packet is accurate and complete. The Port and the Board of Port Commissioners, and its employees and advisors, will have no liability arising out of the inaccuracy of any such information.

7. Bid Forms: Bids must be made on forms provided by the Port, unless otherwise specified. All items on the form should be filled out. Numbers should be stated in figures and written, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Discrepancies between multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of numerals and the correct sum thereof will be resolved in favor of the correct sum. In case of conflict between words and numerals, the words shall govern.

8. Execution of Forms: Each Bid must give the full business address of the Bidder and must be signed by the Bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the Port, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the Bid. When applicable, Bids must include the Bidder's California State Contractor's license number and expiration date.

9. Joint Venture Agreements: Any Bidder that is a Joint Venture shall include, as part of its Bid, a copy of the Bidder's Joint Venture Agreement, executed and in force, and the Joint Venture agreement may not be modified after the submission to the Port, prior to selection of the Bidder by the Port or thereafter without the written consent of the Port. Any Joint Venture acknowledges that each of the partners of the joint venture is jointly and severally liable under this Agreement, and has provided the Port with a true and accurate copy of the Bidder's Joint Venture Agreement.

10. Bid Bond/Bid Security: If this box ☐ is checked, a Bid Security (or Bid Bond) is required with your Bid. The Bid should be accompanied by a Cashier's Check or Bidder's Bond for an amount not less than ten percent (10%) of the Total Bid Price. The cashier's check shall be made payable to the "Port of Oakland" or Bid Bond shall be made payable to the "City of Oakland, a Municipal Corporation Acting by and through its Board of Port Commissioners ("Port")". The Bid Bond accompanying the Bid shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the Port. The Cashier's Check or Bond shall be given as a guarantee that the Bidder will enter into the Contract (or Purchase Order) if awarded the work, and in the case of refusal or failure to enter into the Contract (or Purchase Order) within twenty (20) calendar days after notification of the award of the Contract (or Purchase Order), the Port shall have the right to award to another Bidder. If the Bidder fails or refuses to timely enter into the Contract (or Purchase Order), the Port reserves the right to declare the Bid Bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for Breach of Contract. Failure to provide Bid Security, or Bid Security in the proper amount, will result in rejection of the Bid.

11. Withdrawal of Bid: Bids may be withdrawn by the Bidders prior to the time fixed for the opening of Bids, but may not be withdrawn after the opening of Bids.

12. Responsible Bidder: A Responsible Bidder is defined as a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work or provide the goods. The Port may conduct such investigation as the Port deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders. The Port shall have the right to communicate directly with Bidder's surety regarding Bidder's guaranty. The Port will be the sole determinate of whether a Bidder is considered a Responsible Bidder.

13. Evidence of Responsibility: Upon the request of the Port, a Bidder shall submit promptly to the Port satisfactory evidence showing the Bidder's financial resources, the Bidder's experience in the type of work being required (or goods needed) by the Port, the Bidder's organization and workforce available for the performance of the work and any other required evidence of the Bidder's qualifications to perform the proposed work or supply of goods. The Port may consider such evidence before making its decision awarding a Contract (or Purchase Order). Failure to submit evidence of a Bidder's responsibility to perform the proposed work (or goods needed) may result in rejection of the Bid. The Port may check any client reference provided by the Bidder to determine if the Bidder has the experience necessary to provide the goods or perform the services, and to determine the lowest responsive, responsible Bidder.

14. Addenda: Any addenda issued during the time of bidding shall become a part of the drawings and specifications issued to Bidders for the preparation of their Bids, and shall constitute a part of the Contract Documents. All addenda shall be numbered and dated and shall be acknowledged by the Bidder on the Bid Form. No addendum will be issued on such requests received later than five (5) calendar days before the scheduled opening of the Bids.

15. Minor Informalities, Rejection of Bids and Award of Contract: The Port reserves the right to waive any non-substantial or immaterial irregularities in the Bid and the right to accept or reject any and all Bids, or to accept or reject any portion or combination thereof, or award on the basis of Bid Elements or Total Bid Price, when to do so is in its own best interest. If an award is made, the Port will recommend a Contract (or Purchase Order) be awarded within sixty (60) calendar days after opening of Bids to the lowest responsive, responsible Bidder complying with the requirements of the Contract Documents, subject to the Board of Port Commissioner's approval (if required). The time for awarding the Contract (or Purchase Order) may be extended by the Port with the consent of the lowest responsible Bidder. If the Port does not recommend a Contract (or a Purchase Order) to be awarded to the lowest responsive, responsible Bidder, then the Bid will be cancelled.

16. Action by the Board of Port Commissioners: If action by the Board of Port Commissioners is required, the Board of Port Commissioners may approve or reject the Port's recommendation for award with the lowest responsive responsible Bidder, or may reject all Bids. If all Bids are rejected, the Board of Port Commissioners may direct staff to negotiate with any Bidder or call for new Bids.

17. Performance Bond: If this box ☐ is checked and your Bid exceeds $25,000, a Performance Bond is required prior to issuance of a Contract (or Purchase Order). The successful Bidder shall be required to submit the Performance Bond as specified in the Contract Documents. The required Bond shall be calculated on the maximum Total Bid Price. A Bidder's failure to submit the Bond requested shall result in rejection of their Bid and forfeit of their Bid Security.

18. Execution of Contract: The successful Bidder shall, within twenty (20) calendar days of Notice of Award of the contract, sign and deliver to the Port, without exception, the executed Port Contract (or Purchase Order) along with the Bonds and any evidence of insurance required by the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Contract (or Purchase Order) within twenty (20)

calendar days from the date of receiving notification that the Contract (or Purchase Order) has been awarded to the Bidder, or fails to provide the required bond and evidence of insurance, the Port may declare the Bidder's Bid Security or bond forfeited as damages caused by the failure of the Bidder to enter into the Contract (or Purchase Order), and may award the work to the next lowest responsive, responsible Bidder, or may reject all Bids and, at its sole discretion, call for new Bids.

19. Form of Contract: If this box ☐ is checked, the Bidder selected by the Port will be required to execute, without exception, a Contract in form and substance substantially similar to that included in the Bidding package. The Contract and other documents are subject to the approval of the Port and its legal counsel.

20. Standard Purchase Order Terms and Conditions: The Port's Standard Purchase Order Terms and Conditions apply to all purchases (unless specifically noted in the Bid package). A copy of the Port's Standard Purchase Order Terms and Conditions is included in this Bid package. By submitting a Bid, Bidder agrees to the Port's Standard Purchase Order Terms and Conditions.

21. Drawings and Specifications: If this box ☐ is checked, each Bidder shall be required to return to the Port all drawings and specifications in an un-mutilated condition and without any marks or annotations. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the Port.

22. Taxes: Taxes shall be included in the Total Bid Price at the current Alameda County uniform local sales and use tax rate.

23. Bid Exceptions: All exceptions to the plans and specifications which are taken in response to this Bid must be stated clearly. The taking of Bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the Bid.

24. Discounts: Any discounts which the Bidder desires to provide the Port must be stated clearly on the Bid Form itself so that the Port can calculate properly the net cost of the Bid. Offers of discounts or additional services not delineated on the Bid Form will not be considered by the Port in the determination of the lowest responsive, responsible Bidder.

25. Quantities: The quantities shown are approximate. The Port reserves the right to increase or decrease quantities as desired.

26. Prices: Bidders must quote prices Free on Board (F.O.B). Destination; the Port, unless otherwise noted. Prices should be stated in the units specified and Bidders should quote each item separately.

27. Samples: On request, samples of the products being supplied shall be furnished to the Port at no cost to the Port.

28. Special Brand Names: In describing any item, the use of a manufacturer or special brand, except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, does not restrict bidding to that manufacturer or special brand (unless specifically noted), but is intended only to indicate quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. If a Bidder is requesting substitution of "or equal" item, the make and grade of the article on which the Bid is submitted must be stated in the Bid Form and illustrations and catalogue information submitted. The Port has the sole right to make all decisions on products and supplier selection of "or equal" substitutes.

29. Container Costs and Delivery: All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in the Federal, County, State, and City laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

30. Bid Negotiations: A Bid response to any specific item of this Bid Document with terms such as "negotiable", "will negotiate" or similar, will be considered as non-compliance with that specific term.

31. Purchases by Other Public Agencies, the Port, and Additional Quantities: Bidder agrees to extend identical prices and services under the same terms and conditions to other public agencies and the Port (known as "Piggybacking"). Other public agencies may piggyback on this contract for the goods/services and purchase directly from Bidder without additional competitive processes. Each participating agency will execute its own Contract with the Bidder for its requirement and payment will be made directly by the participating agency. Following any initial purchase(s) by the Port, additional quantities of the goods/services listed herein, may be purchased to replace or supplement existing purchases.

32. Prevailing Law: In the event of any conflict or ambiguity between these instructions and State or Federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the Bid shall conform to all applicable requirements of Local, State and Federal laws, including, but not limited to, California Labor Code.

33. Governing Law and Venue: The Bid Documents, Specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Legal actions relating to the Bid Documents, Specifications and related matters shall only be brought in the Federal or State Courts of Alameda County, California, to which jurisdiction Bidder irrevocably submits.

34. 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. (See the enclosed §728 for the current living wage rates.) 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 (or Purchase Order) is awarded, the Bidder will be required to fill out the following forms included in the Bid packet:

    - Employer Self-Evaluation for Port of Oakland Living Wage Form
    - Certificate of Compliance—Living Wage

    Do not include these forms with your Bid. Only after a Contract (or Purchase Order) is issued does the successful Bidder need to return these forms to the Social Responsibility Division. Bidders shall acknowledge the Port's Living Wage Policy and compliance by submitting the "Statement Living Wage Requirements" (included in the Bid packet) with their Bid.

    For more information on the Living Wage Policy, see the enclosed forms or call Connie Ng-Wong in the Port of Oakland's Social Responsibility Division at (510) 627-1390.

35. Non-Discrimination Policy: The Port of Oakland 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. Each Bidder must adhere to the Port's Non-Discrimination Policy by providing the enclosed

"Statement of Equal Employment Opportunity" with their Bid.

In addition, the Port has a Non-Discrimination and Small Local Business Utilization Policy to encourage the use of small and local business. The entire Non-Discrimination and Small Local Business Utilization Policy is available at:

http://www.portofoakland.com/files/PDF/responsibility/NDSLBUP_00810.pdf

A copy of the Port-certified Small and Local Business Enterprises can also be downloaded at:

http://srd.portofoakland.com/.

36. Examination of Work Site: If applicable, before submitting a Bid, Bidders shall visit the site of the proposed work and shall fully inform themselves of all conditions in and about the work site, the building or buildings, if any, and any work that may have been done thereon. However, no Bidder shall visit the site without prior authorization by the Port.

37. Licenses: Each Bidder, and their subcontractors, if any, must possess all appropriate and required licenses (including a California Contractor's License, if applicable) or other permits to perform the work or provide the goods as identified in this Bid packet. Upon request, each Bidder shall furnish the Port with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the Port's satisfaction may result in rejection of the Bid.

38. Public Records Act: Under the Public Records Act (Gov. Code § 6250 et seq.), the Port may be obligated to make available to the public the submitted Bids and all correspondence and written questions submitted during the Bid process. Any trade secrets or proprietary financial information, which a Bidder believes should be exempted from disclosure, shall be specifically identified and marked as "CONFIDENTIAL". 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, restriction or notice to Respondent.

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

    1. Any protest must be submitted in writing to Daria Edgerly, Secretary of the Board, and received by the Port no later than 5:00 p.m. by the third (3rd) business day following the date of Bid opening.

    2. The protest must include the name, address and telephone number of the person representing the protesting party.

    3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

    4. The party filing a protest must also transmit a copy of the initial protest document (and any attached documentation) concurrently to all other Bidders and any other parties that have requested such notice at the time of the filing of the protest.

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

40. Conflicts of Interest: By submitting a Bid, the Bidder represents that it is familiar with Section 1090 and Section 87100 et seq. of the California Government Code, and that it

does not know of any facts that constitute a violation of said sections in connection with its Bid. Bidder also represents that its Bid has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, which Bidder believes any member of the Port, or other officer, agent or employee of the Port or any department presently has, or will have, in any agreement arising from this Bid, 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 Bid or termination of any agreement by the Port for cause. Bidder agrees that if it enters into a Contract (or Purchase Order) 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.

41. Bidder's Relationship: The Bidder's relationship to the Port shall be that of independent contractor and shall not be deemed to be that of an officer, agent, or employee of the Port.

End of Section

PORT OF OAKLAND

Bid Form

Bid No.: 18-19/13 – NEC Professional-Grade Large Format Displays

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work or services is to be done, the Invitation for Bid, the Instructions to Bidders, the Standard Purchase Order Terms and Conditions, the Supplier Insurance Requirements, all Bid Documents, including the Specifications and all of the contract documents for this project, and any Attachments, Addenda, Enclosures, and the Port of Oakland's sample Contract (if applicable), proposes to perform the work or provide the goods, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, permit, bonding, transportation and services required for this project or delivery of goods and services in strict conformity with the Plans and Specifications prepared, including any Addenda, within the time specified for the lump sum price (including all taxes) of:

Total Bid Price (Including all Taxes)

Total Bid Price of:	$ _____ (Numeric Amount)
	_____ (Written Amount)
Written amount prevails if any discrepancy exist	

A. Bid Detail:

No.	Model	Description	Taxable	QTY	Unit Price	Extended Price
1	P404	**NEC P404 Series LED Display** 40" Class (40" viewable) Digital Signage – 1080 p (Full HD) 1920 x 1080 – LED edge lit	Yes	50	$	$
3	N/A	***CA Electronic Waste Recycling Fee***	☐ YES ☐ NO	50	$	$
					Subtotal	$
					(Ground) Shipping Charges to Oakland, CA 94621 – (Taxable: ☐ YES ☐ NO)	$
					Other Changes, Please specify: _____ (Taxable: ☐ YES ☐ NO)	$
					Sales Tax (9.25% Alameda County)	$
					(Write this figure in the Total Bid Price Above) **Total Bid Price**	$

DELIVERY SCHEDULE: _____ All shipments shall be made FOB Destination. Indicate the number of days after receipt of a Purchase Order will the equipment will be delivered to the Port. The applicable delivery schedule information will be considered in the evaluation of the lowest responsible, responsive bidder.

Note: A truck with liftgate is required for delivery. Please use "other changes" if there is an additional charge for this requirement.

By submitting a bid, Bidder hereby certifies and has included the following information (check box below):

☐ YES ☐ NO Products are new and in their original box

☐ YES ☐ NO Bidder confirms it has sourced all Manufacturer products submitted in this offer from the Manufacturer or through Manufacturer's Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase.

☐ YES ☐ NO Bidder confirms shipping truck will be equipped with liftgate for delivery.

Bidder's Name: _____ **Initials:** _____

BID FORM (Page 2 of 3)

Bid No.: 18-19/13 – NEC Professional-Grade Large Format Displays

Agreement Terms

1. If awarded the Contract (or Purchase Order), the undersigned hereby agrees to sign said Contract (or Purchase Order), and furnish the necessary Performance Bond (if applicable), and Insurance within twenty (20) calendar days after the Notice of the Award of this Contract (or Purchase Order) and agrees to commence work within ten (10) calendar days after any verbal or written Notice to Proceed is issued by the Port.
2. The undersigned has checked carefully all the above figures and understands that the Port will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.
3. The Port of Oakland reserves the right to reject any or all Bids, to waive any irregularities or informalities not affected by law, to evaluate the Bids submitted and to award the Contract (or Purchase Order) according to the Bid which best serves the interests of the Port.
4. All pages of this Bid Form must be completed and signed in ink. The Bid will be awarded to the lowest responsive, responsible Bidder(s).

Bid Bond/Bid Security

If applicable (see the Instructions to Bidders), each Bid shall be accompanied by a cashier's check payable to the "Port of Oakland", or a Bidder's bond executed by an admitted surety insurer, licensed to do business in the State of California as a surety, made payable to the "City of Oakland, a Municipal Corporation Acting by and through its Board of Port Commissioners ("Port")" in an amount not less than ten percent (10%) of the maximum amount of the Total Bid Price. The check or Bid Bond shall be given as a guarantee that the Bidder to whom the Contract (or Purchase Order) is awarded shall execute the contract documents and shall provide the required Performance Bond as specified therein within twenty (20) calendar days after the Notification of the Award of the Contract (or Purchase Order).

Amount – Bidders must enclose an amount of not less than ten (10) percent of the entire Bid as either:

_____ Cashier's Check Number: _____

Issuing Bank: _____

Amount: $ _____

_____ Bidder's Bond Surety Company: _____

_____

Addenda Acknowledgement

The following addenda are acknowledged in this Bid: _____
(Indicate the addenda numbers that you received.)

Bidder's Name: _____ **Initials:** _____

BID FORM (Page 3 of 3)

Bid No.: 18-19/13 – NEC Professional-Grade Large Format Displays

Client References

In order for the Port to determine if your firm is a Responsible Bidder (see the Instructions to Bidders), Bidder is to provide the names, addresses, and contact information for three (3) current client references. Please make sure all contact information is current. By providing such information you authorize the Port to contact such clients.

Line	Company Name and Contact	Address	Phone and Email
1			
2			
3			

Bidder Information and Signatures

Bidder's Company Name: _____

Contact Person (print name and title): _____

Address: _____

Telephone: _____ Fax: _____

Cell: _____ Email: _____

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

Signature (*): _____
(If Corporation by Chairman, President or VP. If Partnership by Partner.)

Printed Name: _____ Date: _____

Attested By (*): _____
(If Corporation, by Chairman, President, Vice President, Secretary, or Treasurer. If Partnership, by Partner.)

Printed Name: _____ Date: _____

* NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature(s) of the partner or partners authorized to sign Contracts on behalf of the partnership.

PORT OF OAKLAND

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

The Port of Oakland uses Purchase Orders for all purchases. Phone orders are not valid and may be subject to non-payment. In these Terms and Conditions, "the Purchase Order" refers to each Purchase Order subject to these Terms and Conditions. All Appendices described herein and/or attached hereto are part of this Purchase Order.

Any software purchased under this Purchase Order shall be subject to the more specific provisions in Appendix A-1 (Software) attached hereto. With respect to Software, Appendix A-1 shall supersede any directly conflicting provisions of these Terms and Conditions.

1. THE PORT. 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 and issues Purchase Orders under the name "Port of Oakland." The Port has exclusive control and management of all Port facilities and properties located in Oakland, CA (including, but not limited to, marine terminals, a railway intermodal terminal, and container storage areas; the Oakland International Airport; and office, retail, and other developed property and undeveloped land), and no other agency or department of the City of Oakland may issue Purchase Orders with respect to these facilities and properties.

2. SUPPLIER. Supplier (sometimes referred to on the Port's website or in other materials related to the Purchase Order as "seller", "lessor", "vendor", "contractor", "respondent", "consultant", "service provider" or by similar terms) is an independent contractor and not an officer, employee or agent of the Port. Supplier shall provide the goods or services described on the Purchase Order (the "**Work**") using its own qualified employees or using only qualified subcontractors approved in writing by the Port. Supplier, and not the Port, shall be solely responsible for paying all compensation (including benefits), making all withholdings, paying all taxes and ensuring compliance with all laws regarding the employment of such employees or engagement of such subcontractors. Supplier may not change its subcontractors or assign, delegate or transfer, voluntarily, involuntarily or by operation of law, any of its rights or obligations under the Purchase Order (other than its interest in receivables as part of a bona fide third-party financing arrangement), without the prior written consent of the Port.

3. PERFORMANCE AND QUALITY. Supplier shall supply or perform the Work and represents and warrants that the Work performed or supplied is (i) as specified in the Purchase Order, (ii) in a good and workmanlike manner, (iii) in conformity to all applicable specifications, and (iv) in compliance with all Applicable Law (as defined below). Supplier further represents and warrants that all goods sold under the Purchase Order are new (unless otherwise specifically stated in the Purchase Order), merchantable and fit for the particular purpose specified by the Port, and all services provided under the Purchase Order conform to the standard of practice of persons specializing in performing services of similar nature and complexity. Nothing in the Purchase Order shall be construed to limit or exclude any warranties implied by law. Supplier hereby assigns to the Port all of the Supplier's rights under manufacturers', subcontractors' or other warranties or indemnities with respect to the Work.

4. INVOICING AND PAYMENT. All payments require a written invoice from Supplier in a form acceptable to the Port. Supplier must issue all invoices directly to the "Bill To" address set forth in the Purchase Order. 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 of satisfactory Work by the Port, and an itemized, proper, correct and complete invoice from Supplier. Any amounts due to the Port from Supplier may be set off against any amounts due to Supplier from the Port, whether or not under the Purchase Order.

5. DELIVERY. If applicable, Supplier shall package and ship all Work consisting of goods to the Purchase Order "Ship To" address at Supplier's sole cost and expense. Packing slips must specify the quantity and description of goods shipped, the related Purchase Order number and must accompany each shipment. Supplier shall be responsible for delivery and shall prepay all related shipping costs and add them to the 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 Supplier until the Port takes physical possession of the goods. The Port may change the address for shipment prior to shipment by Supplier. Goods must be suitably packed to assure against damage from weather or transportation, and in accordance with instructions of the Port.

6. REMEDIES. If Supplier breaches the Purchase Order, the Port may exercise any right or remedy available under the California Commercial Code or any other Applicable Law. Without limiting those rights and remedies, the Port may also do any of the following, in the Port's sole discretion: (i) require Supplier to repair or replace any Work, and if Supplier fails or refuses to do so, repair or replace the same at Supplier's expense; (ii) reject any delivery of non-conforming or defective Work and return the same for credit or replacement at Supplier's sole cost and risk; or (iii) cancel any outstanding deliveries and treat such breach by Supplier as Supplier's repudiation of the Purchase Order. Supplier's becoming the subject of bankruptcy or insolvency proceedings shall constitute a breach of the Purchase Order by Supplier. If the Port breaches the Purchase Order, Supplier's exclusive remedy shall be recovery of any goods shipped and the payment of the price payable for Work delivered prior to the breach. No limitation or exclusion by Supplier of any right or remedy available to the Port shall be effective unless expressly and specifically agreed to by the Port in writing. Under no circumstances shall the Port be responsible for consequential, punitive, or incidental damages.

7. LAWS, REGULATIONS, PERMITS. Supplier shall comply with all applicable laws, ordinances, rules, regulations, codes, professional standards, permits, and/or land use restrictions or limitations of any governmental authority at any time applicable to Supplier, the Work or the Purchase Order ("**Applicable Law**"). Supplier shall obtain and maintain in full force and effect all professional, contracting and other permits and licenses required to undertake or supply the Work.

8. ADA. Without limiting Supplier's obligations to comply with Applicable Laws generally, Supplier hereby warrants that all Work complies with the accessibility requirements of the American with Disabilities Act of 1990, other similar state and federal laws and their implementing regulations, as applicable. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of the Work which is brought to its attention. Supplier further agrees to indemnify, defend and hold harmless the Port

and all of its officers, commissioners, agents, departments, officials, representatives and employees using the Work from any loss, liability or claim arising out of its failure to comply with these accessibility requirements.

9. NON-DISCRIMINATION. Without limiting Supplier's obligation to comply with Applicable Laws generally, Supplier shall not discriminate against any employee or applicant for employment, nor against any subcontractor or applicant for a subcontractor contract, because of race, color, religion, sex, national origin, ancestry, age (over forty (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.

10. OWNERSHIP OF NON-SOFTWARE WORK PRODUCT. Any interest (including copyright or other interests in intellectual property) of Supplier in studies, reports, memoranda, computational sheets, designs, drawings, specifications or any other documents (including electronic media) or work product prepared by or on behalf of Supplier in connection with the Work (collectively, the "**Work Product**"), whether or not embodied therein, constitutes a work for hire and is the property of the Port. Supplier shall pay all royalties and license fees necessary for or relating to the Work and shall defend all suits of claims for infringement of any patents or other intellectual property rights and shall indemnify the Port and hold it harmless from liability or loss on account thereof.

11. INSURANCE. Supplier shall maintain all insurance required under Applicable Law or commonly maintained by similarly situated, responsible businesses and in all events will maintain insurance of the types and in the amounts applicable to Supplier and the Work as required by the Port's *Supplier Insurance Requirements* posted from time to time on the Port's website (www.portofoakland.com) and can be accessed by clicking on "Full Menu" (or the menu icon from your mobile device), then under the Business heading, click on "Purchasing and Accounts Payable", and scroll down to find the "Supplier Insurance Requirements (PDF)" to download the document, or alternatively type in the below link into your browser: http://www.portofoakland.com/files/PDF/supplier_insurance.pdf

A courtesy copy of the Port's *Supplier Insurance Requirements* may be delivered to Supplier at the same time as the Purchase Order. (In the event of any conflict between any courtesy copy of the *Insurance Requirements*, and the version of the *Insurance Requirements* posted to the Port's website, the website version shall control). The type, scope and amounts of the required insurance may be increased should the scope of Work, in the opinion of the Port, warrant such increase, and Supplier shall obtain such insurance when so directed by the Port. If any portion of the Work is to be performed outside the United States, Supplier must contact the Port Risk Management Department regarding appropriate insurance. At the Port's request, Supplier shall file with the Port certificates evidencing the insurance maintained by Supplier and failure to do so shall constitute a material breach of the Purchase Order.

12. TAXES. Unless otherwise provided for in the Purchase Order, Supplier shall pay all taxes levied upon the Purchase Order or the Work performed or supplied 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. The Port shall pay only California sales and use tax and Alameda County uniform local sales and use tax. Supplier must separately itemize all sales and use taxes on its invoices.

13. BOOKS AND RECORDS. Supplier shall maintain all documents and records prepared by or furnished to Supplier in connection with the Purchase Order and backup for all costs for which the Port was directly or indirectly invoiced during the course of supplying

or performing the Work for at least three (3) years following delivery of final payment by the Port, provided that all records relating to environmental consulting services and hazardous materials in, on or adjacent to the Port's property shall be maintained indefinitely. Supplier agrees that its books and records and facilities, or so much thereof as may be engaged in the performance of the Purchase Order, are subject to inspection and audit at all reasonable times by any authorized representative of the Port. Supplier agrees to waive, to the greatest extent permitted by Applicable Law, the defense of laches, statute of limitations, or any other defense based upon the Port's failure to timely file an action with regard to any matter arising out of the Purchase Order.

14. WAIVER AND HOLD HARMLESS. Supplier waives any and all claims, causes of action and rights to recovery, in law or in equity, against the Port for losses, liabilities, damages or injuries of any nature or kind, including injuries to Supplier's employees or subcontractors, regardless of whether such losses, damages, liabilities or injuries are covered by insurance. This provision is intended to waive fully, for the benefit of the Port, any rights or claims that might provide a right of subrogation in favor of any insurer providing insurance with respect to the Purchase Order. To the fullest extent permitted by Applicable Law (including, without limitation, California Civil Code Section 2782), Supplier shall defend (with legal counsel chosen or approved by the Port), indemnify and hold the Port and all of its officers, Commissioners, agents, departments, officials, representatives and employees harmless from and against any and all claims, loss, or liability of every kind, nature and description that arise from or relate to, directly or indirectly, in whole or in part: (i) the Work under the Purchase Order, or any part thereof; or (ii) any act or omission of Supplier, its employees, subcontractors or representatives.

15. CHANGES. The Purchase Order may not be modified, supplemented, or terminated without the Port's prior written approval. The Port may make changes to the Purchase Order at any time, and Supplier agrees to accept such changes. If such changes result in additional costs, the Port shall make an equitable adjustment to the purchase price at Supplier's request, provided that Supplier itemizes and justifies to the Port's satisfaction in writing the adjustment requested within five (5) days of delivery of the change notification.

16. SUSPENSION OR TERMINATION. Supplier must continue to perform the Work under the Purchase Order throughout the course of any dispute, and Supplier's failure to continue Work during a dispute shall itself constitute a material breach of the Purchase Order. The Port may, with or without cause, direct Supplier to suspend, delay or interrupt the execution of any Work, in whole or in part, for such periods of time as the Port may determine in its discretion; any such directives must be in writing. The Port may, at any time, terminate the Purchase Order for its own convenience with the Port's liability limited to the services or goods received by the Port prior to delivery of the Port's termination notice. Upon any termination, Supplier shall assign to the Port in the manner, at times and to the extent directed by the Port, all right, title, and interest of Supplier under procurement orders and subcontracts relating to Work so terminated and shall transfer title and possession to the Port of Work Product, completed and uncompleted designs and specifications, Work in process, completed Work, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of the Work terminated by the notice of termination.

17. CONFIDENTIALITY AND PUBLICITY. All data, information, reports, plans, designs and other documents received from the Port or its employees, agents or representatives or generated by Supplier in connection with the Work (collectively, the "**Confidential**

Information") are private and confidential and shall remain the sole and exclusive property of the Port. Supplier shall not disclose the identity of the Port, nor distribute or disclose Confidential Information to any third party, without prior express written authorization from the Port. All Confidential Information shall be deemed confidential and Supplier shall take all reasonable precautions to prevent its disclosure to unauthorized persons. Any publicity or press releases with respect to the Work or the Purchase Order shall be under the Port's sole discretion and control.

18. COVENANT AGAINST CONTINGENT FEES. Supplier warrants that no person or agency has been employed or retained to solicit or obtain the Contract 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 Contract or deduct from the contract price or otherwise recover from Supplier the full amount of the contingent fee. As used in this Section, "bona fide agency" means an established commercial or selling agency, maintained by Supplier 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. As used in this Section, "bona fide employee" means a person, employed by Supplier and subject to Supplier'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. 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. 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.

19. FEDERAL AIP GRANT COMPLIANCE. By executing this Contract, Supplier agrees and certifies that Supplier will comply with the FAA Airport Improvement Program (AIP) provisions set forth below (Sections 20 through 24) and Supplier shall also include each of these provisions in all of its contracts and subcontracts related to this Contract. For purposes of Sections 19 through 24, Supplier is sometimes hereinafter referred to as "Contractor" and Port is sometimes hereinafter referred to as "Sponsor".

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

21. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS. During the performance of this Contract, the contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Contractor") agrees as follows:

21.1 COMPLIANCE WITH REGULATIONS. The Contractor (hereinafter includes any and all consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

21.2 NON-DISCRIMINATION. The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

21.3 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

21.4 INFORMATION AND REPORTS. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

21.5 SANCTIONS FOR NONCOMPLIANCE. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a Contract, in whole or in part.

21.6 INCORPORATION OF PROVISIONS. The Contractor will include the provisions of Sections 21.1 through 21.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

22. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES. During the performance of this Contract, the Contractor, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take

reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

24. OCCUPATIONAL SAFETY AND HEALTH ACT. This Contract incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Supplier must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Supplier retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651, et seq; 29 CFR Part 1910). Supplier must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

25. GOVERNING LAW AND VENUE. The Purchase Order shall be governed by California law. To the fullest extent allowed by law, legal actions relating to the Purchase Order shall only be brought in the state court of Alameda County, California or the federal court of the Northern District of California, to which jurisdictions Supplier irrevocably submits.

26. GENERAL. All correspondence and notices directed to the Port, other than invoices (which are to be delivered to the "Bill To" address set forth in the Purchase Order) must be in writing and delivered to Port of Oakland, Board of Port Commissioners, P.O. Box 2064, Oakland, CA 94604. The Purchase Order is for the sole benefit of the Port and Supplier, and their respective permitted successors and assigns, and nothing in the Purchase Order, express or implied, is intended to confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of the Purchase Order. Time is of the essence in Supplier's performance of Supplier's obligations under the Purchase Order. The making or approval of any payment and any inspections, reviews, approvals or oral statements by or on behalf of the Port, or of certification by any governmental entity, in no way limits Supplier's obligations under the Purchase Order.

APPENDIX A-1

SOFTWARE

1. Applicability of Appendix. This Appendix shall govern any Software listed in the Purchase Order. With respect to Software, this Appendix shall supersede any directly conflicting provision of the Terms and Conditions.

2. Definitions. As used in this Appendix, the following capitalized terms will have the following meanings:

2.1 "Software" means the software listed in the Purchase Order, which may be downloadable software or software installed locally on Port computing devices or which may be "software as a service," delivered through the stated online or mobile-access platforms.

2.2 "Agreement" means the agreement for purchase and/or license between the Port and Supplier, as defined by the Purchase Order, the Terms and Conditions, and this Appendix A-1.

2.3 "Standard Purchase Order Terms and Conditions" (or "Terms and Conditions") means the document with that title that constitutes part of this Agreement.

2.4 If not defined separately in this Appendix, capitalized terms used in this Appendix have the meanings set forth elsewhere in the Agreement.

3. License. Supplier hereby grants to the Port a perpetual, irrevocable, fully-paid, non-exclusive license to access and use the Software, without any limitation as to geographic scope or the number or nature of users, copies, installations, machines, devices, or platforms.

3.1 **Back-Up Copies.** The Port may make copies of the Software as reasonably necessary for back-up disaster recovery purposes only.

3.2 **No Other License.** Except as expressly set forth in this Agreement, no license is granted and none shall be deemed granted by implication, estoppel, or otherwise.

3.3 **License Restrictions.** Any use of the Software not expressly permitted by this Agreement is prohibited. Without limiting the generality of the foregoing, the Port shall not commit any of the following:

(a) Sublicense use or access to any Software.

(b) Remove or modify any Software markings or any notice of Consultant's or its licensors' proprietary rights.

(c) Cause or permit reverse engineering (unless required by law for interoperability), disassembly, or decompilation of the Software.

Except for the licenses granted herein and rights to data as set forth herein, all right, title, and interest in and to the Software, including (without limitation) all tangible or intangible material of any nature produced by Supplier related to the Software shall remain exclusively with Supplier and its licensors, as applicable. The software is licensed, not sold.

4. Delivery. To the extent possible, Supplier will deliver Software to the Port electronically, unless otherwise requested by the Port in writing.

5. Installation. Unless otherwise agreed in writing by the Port, and to the extent applicable, Supplier will be responsible for installing the Software on the Port's systems and for ensuring compatibility and that the Software is functioning as intended.

6. Data. As between the Port and Supplier, the Port owns all right, title, and interest in any data that the Port, or others acting on behalf of the Port, have entered into, have associated with, or have otherwise prepared for use in or with the Software ("Port Data").

Within thirty (30) days of the expiration or termination of the Agreement for any reason, Supplier shall, at no charge to the Port and without the Port's request, export and deliver to the Port all data input into the Software, including (without limitation) the Port Data. Supplier shall provide such data to the Port in a format reasonably requested by the Port.

7. Additional Warranties. Cumulative to any representations and warranties in the *Terms and Conditions*:

7.1 The Software will operate in all material respects as described in its product descriptions and/or documentation provided or published by Supplier.

7.2 The Software will contain no viruses, Trojan horses, worms, time bombs, trap doors, or other undisclosed code, program routine, device, or other feature or hidden file designed to damage, delete, disable, deactivate, interfere with or otherwise harm the Software or any hardware, software, data, or other programs of the Port.

7.3 Where the Software involves any access, collection, handling or storage of personally-identifiable information or other Port data by Supplier (or through or at Supplier's computer systems), Supplier will use all commercially reasonable best practices to ensure the security, safety, and integrity of all such information and data.

7.4 Supplier has all right, title, and authority necessary to grant any licenses or provide any Software or related services under this Agreement, including without limitation the absence of any contractual or other obligations that conflict with this Agreement or limit, restrict, or impair the rights granted under this Agreement

7.5 The Software will not infringe or otherwise violate the patent rights, copyright, trade secret, trade name, trademark, service mark or any other intellectual-property or proprietary right of any person or persons.

8. Additional Indemnification and Liability Provisions. Cumulative to any provisions on indemnification and liability in the *Terms and Conditions*, to the fullest extent permitted by law, the Supplier 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 from or relate to, directly or indirectly, in whole or in part, from: (1) any claim of infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other intellectual-property or proprietary right of any person or persons in consequence of the use by Port, or any of the other Indemnitees, of the Software; or (2) any claim of

unauthorized collection, disclosure, use, access, destruction, or modification, or inability to access, or failure to provide data, by any person or persons in consequence of any act or omission by Supplier.

9. Additional Bankruptcy Provisions. All rights and licenses granted under or pursuant to this Agreement are and shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property," as defined under Section 101 of the U.S. Bankruptcy Code. The parties agree that the Port, as a licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code; however, nothing in this Agreement may be deemed to constitute a present exercise of such rights and elections. Supplier hereby agrees and consents that, in the event an order for relief under the United States Bankruptcy Code has been entered with respect to the Port, the Port will be permitted to assume this Agreement and all licenses set forth herein pursuant to 11 U.S.C. § 365, notwithstanding any right Supplier may have pursuant to 11 U.S.C. § 365(c)(1) to object to such assumption. This consent will constitute an irrevocable consent pursuant to 11 U.S.C. § 365 (c)(1)(B) but only with respect to the Port's assumption of the License (and not with respect to any assignment of this Agreement and the licenses set forth herein).

10. Clarifications regarding Certain Vendors. For clarification, Supplier does not need the Port's prior written consent under Section 2 of the Standard Purchase Order Terms and Conditions — or written subcontracts with incorporation of provisions under Section 21.6 of the Standard Purchase Order Terms and Conditions — with respect to Supplier's use of Internet service providers, co-location facilities, or managed cloud computing service providers that are part of Supplier's usual business operations—and that were not arranged specifically for the Work for the Port or provision of the Software to the Port under this Agreement. Notwithstanding the foregoing, however, where the Work of the Software involves any access, collection, handling or storage of personally-identifiable information or other Port data by Supplier (or through or at Supplier's computer systems), Supplier must gain the Port's prior written approval for the use of any such facilities or providers through which such information or data will be handled or stored outside the United States.

PORT OF OAKLAND

Supplier Insurance Requirements

During any period Supplier performs the Work, and for such additional time as described below, Supplier shall maintain the following insurance with the following provisions:

1. Commercial General Liability Insurance

- **When Required:** All Suppliers performing Work.
- **Coverage:** Standard ISO Commercial General Liability form.
- **Limits**: $1,000,000 per occurrence; $2,000,000 annual general aggregate; $2,000,000 products and completed operations aggregate; $1,000,000 each offense for personal and advertising injury.
- **Deductible/Self-Insured Retention:** Not more than $25,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured**: The City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Cross liability/separation of insureds.
- Waiver of subrogation in favor of additional insured.
- If the Work involves construction activities, completed operations coverage must remain in force until at least 5 years after completion and acceptance of the Work.
- If the Work involves the sale of liquor, liquor legal liability insurance.
- If the Work involves construction or demolition work within 50 feet of railroad property, Railroad Protective Liability insurance in the name of the applicable railroad company with limits of at least $2,000,000 per occurrence or as required by the applicable railroad company.

2. Business Automobile Liability Insurance

- **When Required:** All Suppliers performing Work.
- **Coverage:** Standard ISO Business Automobile Liability form for all owned (if any), non-owned and hired automobiles.
- **Limits:** $1,000,000 each accident, except $5,000,000 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.
- If the Work involves the parking or storage of vehicles, Garagekeeper's Liability insurance.
- If the Work involves valet parking, Valet Liability insurance.

3. Workers' Compensation and Employer's Liability Insurance

- **When Required:** All Suppliers performing Work.
- **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.

- If Work is performed in or around water (whether in the Port maritime area or elsewhere), U.S. Longshoremen and Harbor Workers Act coverage and, if applicable, Jones Act and Marine Employer's Liability coverage.
- Waiver of subrogation in favor of the City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

4. **Professional "Errors and Omissions" Liability Insurance**

- **When Required:** If the Work involves consulting, temporary staffing, design or technology services.
- **Coverage:** For errors and omissions arising out of the Work.
- **Limits:** $1,000,000 per claim and annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than $25,000 per claim unless otherwise approved by Port Risk Management.
- **Additional Term:** 2 years after completion and acceptance of the Work.
- If Work involves software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Work involves outsourced internet services, Network and Media Liability coverage.

5. 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:** $1,000,000 per occurrence and $2,000,000 annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than $100,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- **Additional Term if Claims Made Form:** 2 years following completion and acceptance of the Work.
- **Definition of "Covered Operations":** All Work performed by Supplier or its contractors or subcontractors.

6. Aviation Insurance

- **When Required:** If Supplier or its subcontractors utilize aircraft in the Work.
- **Coverage:** Aviation Public Liability and Passenger Liability forms.
- **Limits:** $1,000,000 combined single limit per accident for use of aircraft with up to 4 seats; such limit shall be $5,000,000 for use of aircraft with 5 or more seats. However, use of jet aircraft of any size will need to be referred to Risk Management to determine amount of insurance required.
- **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.

7. Protection and Indemnity Insurance

- **When Required:** If Supplier or its subcontractors utilize watercraft/vessels in the Work.
- **Coverage:** Liability for bodily injury and property damage including wreck removal and liability to crew, and SP-23 clause or equivalent, including collision liability.
- **Limits:** $1,000,000 per person on board the watercraft for bodily injury and property damage, but no less than $5,000,000 for watercraft of a length of 30 feet to 39 feet and no

less than $10,000,000 for watercraft 40 feet and over; any passenger services watercraft will need to be referred to Risk Management to determine amount of insurance required.

- **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.
- Waiver of subrogation in favor of additional insured.
- Deletion of any language that limits coverage to additional insured in the event the Limitation of Liability Statute applies.

8. <u>Builder's Risk/Equipment Installation Insurance</u>.

- **When Required:** If Work involves new construction of buildings or facilities, or the renovation of existing buildings or facilities..
- **Coverage:** "All risk" or "special form" perils, earthquake and terrorism, including risks from testing of equipment, and delayed completion coverage for soft costs.
- **Limits:** Full replacement cost value of the construction, covering the entire Work, including all materials and equipment that are or will be incorporated into the construction, or stored at the construction site or offsite, and including materials or equipment in the course of transportation.
- **Deductible/Self-Insured Retention:** Not more than $25,000 per occurrence unless otherwise approved by Port Risk Management.
- **Term:** Until final completion and acceptance of the Work and for 2 years for delayed completion coverage.
- **Additional Insured and Loss Payee:** The City of Oakland, a Municipal Corporation, Acting by the through its Board of Port Commissioners.
- Waiver of subrogation in favor of additional insured and its commissioners, officers, agents and employees.
- Primary and non-contributory with any insurance, retention or self-insurance of the Port.

<u>Other Insurance Requirements:</u>

- **<u>Notice of Cancellation</u>**. Supplier or Supplier'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.

- **<u>Proof of Insurance/Insurer Rating</u>**. Supplier must deliver to the Port Risk Management Department, prior to the commencement of the Work, 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. Please send certificates and other required information to:

  Port of Oakland
  Attn: Risk Management Dept.
  530 Water Street
  Oakland, Ca 94607
  Fax: (510) 627-1626
  Email: risktransfer@portoakland.com

<u>Conversion to OCIP</u>. The Port reserves the right to include the Purchase Order in an Owner Controlled Insurance Program ("OCIP"), upon written notice to Supplier. In that event, Supplier agrees to comply with all requirements of the OCIP.

PORT OF OAKLAND

Non-Collusion Declaration

Bid No.: 18-19/13 – NEC Professional-Grade Large Format Displays

(To Be Executed by Bidder and Submitted with the Bid)

I, _____, declare as follows:

That I am the _____of _____, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or that of any other Bidder, or to secure any advantage against the public body awarding the Contract (or Purchase Order) of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid 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, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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

_____, _____

_____

Signature

PORT OF OAKLAND

City of Oakland City Charter § 728
Living Wage Information

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

1) Pay all non-exempt employees the living wage rates (As of July 1, 2018, $15.78 without health benefits or $13.75 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 $2.03 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.
3) **Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations.** The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.
4) Provide all employees earning less than $12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.
5) **Maintain a list of the name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off - and submit this list to the Port's Social Responsibility Division, Attention: Connie Ng-Wong, Living Wage Compliance Officer, by March 31st, June 30th, September 30th, and December 31st of each year.** If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of $500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.
6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. **Covered employers shall be responsible for including language committing the subcontractor's, tenant's or licensee's agreement to comply, in the contract with the subcontractor**. Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.
7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

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

PORT OF OAKLAND

Employer Self-Evaluation for Port of Oakland Living Wage

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

1. ☐ Is the Business entering into a contract, tenancy agreement or subordinate agreement (such as, subcontract, subtenancy, or sublicense) with the Port? *If no, go on to question 2. If yes, go to question 3.*

2. ☐ Has the Business amended an existing contract, tenancy agreement or subordinate agreement at any time since April 2002? *If no to 1 and 2, stop here: the business is not covered. If yes, go to question 3.*

3. ☐ Is the contract with Aviation or Maritime divisions for a value of greater than $50,000 over the life of the contract (over the next five years if contract is for less than a year and expected to be renewed or extended)? *If no, stop here; the contract is not covered. If yes, go to question 4.*

4. ☐ Is the contract for service other than the delivery of products, equipment or commodities? *If no, stop here: the business is not covered. If yes, go to question 5.*

5. ☐ Does the Business employ more than 20 employees who spend at least 10 hours per week (4 hours per week if part time employees) working under the contract with the Port or on Port property? Indicate the number of employees that are employed by the Contractor_____. *If no, stop here the business is not covered. If yes, go to question 6, exemptions for specified employees of a covered employer.*

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

6. ☐ *Does the employee work less than 25% of his/her time (10 hours per week for full time employee) under the contract with the Port?* If yes, stop here; the specified employee is exempt. If no, go to question 7.

7. ☐ *Is the employee under 21 years of age, employed by a government agency or nonprofit for after school or summer employment, or as a trainee for 90 days or less?* If yes, stop here; the specified employee is exempt. If no, go to question 8.

8. ☐ *Has the Business obtained a waiver that covers the employee?* If yes, stop here; the specified employee is exempt. If no, go to question 9.

9. ☐ *Is the employee participating in a bona-fide temporary job-training program in which a significant part of the compensation consists of acquiring specialized*

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

10. ☐ *Is the employee a volunteer who is not compensated other than for incidental expenses or stipends?* If yes, stop here; the specified employee is exempt. If no, go to question 11.

11. ☐ *Is the employee working for the Business less than 20 hours per week for a period of 6 months or less?* If yes, stop here the specified employee is exempt. If no, go to question 12.

12. ☐ *Of the remaining employees (employees for which no exemption applies as indicated by your answers to questions 6 through 11), are there 20 or fewer non-exempt employees working for the employer under the Port Contract?* If yes, stop here; each of the remaining specified employee(s) is/are exempt. If no, each of the remaining specified employee(s) is covered by §728.

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

Company Name	Signature of Authorized Representative
Address	Type or Print Name & Title
Area Code and Phone	Email Address
Name of Primary Contact	Date

Project Name (Be Specific)

Submit Completed Checklist To:
Connie Ng-Wong

Port of Oakland
Social Responsibility Division
530 Water Street
Oakland, CA 94607
Phone: (510) 627-1390 Fax: (510) 451-1656
Email: cng-wong@portoakland.com

PORT OF OAKLAND

Certificate of Compliance – Living Wage

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

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

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

Please check the appropriate box and sign below

☐ Contractor hereby certifies its compliance with all of its obligations under §728 and Ordinance 3666;

☐ Contractor hereby certifies that all Employees of Contractor working under Contractor's contract with the Port are compensated at wage rate(s) greater than $12.00 per hour;

☐ Contractor hereby certifies that it is not currently covered by §728 or Ordinance 3666. Contractor further certifies that should §728 or Ordinance 3666 become applicable, Contractor will comply with all of its Living Wage obligations.

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

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

_____ Company Name	_____ Signature of Authorized Representative
_____ Address	_____ Type or Print Name & Title
_____ Phone and Email	_____ Date

_____ Project Name (Be Specific)

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

PORT OF OAKLAND

Statement of Living Wage Requirements

Bid No.: 18-19/13 – NEC Professional-Grade Large Format Displays

I hereby certify that _____ (Legal Name of Bidder/Respondent/Supplier/Consultant/Contractor), has reviewed the Living Wage Requirements, included in this Bid packet and will comply with said Requirement. Upon execution of an Agreement, the selected Bidder will be required to complete the Employer Self-Evaluation for Port of Oakland Form and Certificate of Compliance – Living Wage Form included in this Bid packet, and submit them to the Social Responsibility Division.

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

_____
Signature

_____
Print Name

_____
Title

_____
Date

PORT OF OAKLAND

Statement of Equal Employment Opportunity

Bid No.: 18-19/13 – NEC Professional-Grade Large Format Displays

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

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

_____
Signature

_____
Print Name

_____
Title

_____
Date

PORT OF OAKLAND

Product Specification

Bid No.: 18-19/13 – NEC Professional-Grade Large Format Displays

The Port of Oakland (sometimes referred to herein as "Buyer") is soliciting competitive bids to supply the Oakland International Airport ("OAK") with **NEC Professional-Grade Large Format Displays** to be used for flight information display. The Port intends to lock in pricing through this invitation for bid process and (if awarded) will issue a Purchase Order to purchase all products from one supplier.

The Port has standardized on specific **NEC brand name and model number** listed below and will not accept alternative or comparable brand products.

The Port will purchase only new products; therefore alternative bids such as "Demo", used or refurbished products are not acceptable. The bidder shall warrant that the products are new and in their original box and confirms to have sourced all Manufacturer products submitted in this offer from the Manufacturer or through the Manufacturer's Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase. In addition (if applicable), Bidder shall warrant that all Manufacturer software is licensed originally to Buyer as the original licensee authorized to use the Manufacturer Software.

In the event there are questions pertaining to the validity of the NEC products, the Port of Oakland reserves the right to verify the origin of the products with NEC. In the event the products have been acquired from unauthorized channels, the Port of Oakland further reserves the right to return the products for a full refund.

A. Product Specification:

Item	Model No.	Description	Quantity
1	P404	**NEC P404 P Series LED Display** – 40" Class (40" viewable) Digital Signage – 1080 p (Full HD) 1920 x 1080 - LED edge lit	50

Note: For a complete list of the manufacturer's standard general specifications, please visit NEC Display Solutions at https://www.necdisplay.com/p/p404 .

B. Installation and Training:

This Bid does not include any on-site services for installation or configuration assistance.

C. Delivery:

Delivery on schedule is required. A truck with liftgate is required for delivery. All shipments shall be made FOB Destination. Indicate the number of days after receipt of a Purchase Order will the equipment will be delivered to the Port. The applicable delivery schedule information will be considered in the evaluation of the lowest responsible, responsive bidder.

Ship to address: Oakland International Airport
Airport Administrative Offices
1 Airport Drive, Bldg. M102 – Second Floor
Oakland, CA 94621

Hours of Operations: 8:00AM – 3:00PM