

INVITATION FOR BID

Oakland International Airport (OAK) Fiber Optic Cable Installation

19-20/12



PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



INVITATION FOR BID

Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation

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

General Bid Information

Bid Title	OAK Fiber Optic Cable Installation
Bid Type	Public Works
Bid Number	19-20/12
Request for Bid Issued	January 31, 2020
Requesting Department	Aviation IT Department
Publication Date:	January 31, 2020
Pre-Bid Meeting and Site Visit	February 14, 2020 at 9:00 a.m. Oakland International Airport (Conference Room: Lake Merritt) 1 Airport Drive, Oakland CA 94621
California Contractor's License Required	C-7 - LOW VOLTAGE SYSTEMS and/or C-10 - ELECTRICAL Indicated License required (e.g. Class C-10, Electrical License) In order to perform the work, Bidders at the time of Bid Opening and for the duration of the project shall possess the above valid California Contractor's license issued by the California State License Board.
California Department of Industrial Relations Public Works Contractor Registration Program Requirements	No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
Project Duration	60 days This project is to be completed within the above number of calendar days from the date that the Port issues a Notice to Proceed.
Liquidated Damages	\$200 per day The Bidder agrees to pay the Port the above amount per calendar day in the event that the Bidder fails to complete the work within the Project Duration indicated above.
Bid Due Date and Time	March 5, 2020 until 2:00 p.m. Bids received after the time and date stated will not be accepted.

Instructions for Submitting Bids

Submittal Address	Port of Oakland--Purchasing Department Attn: Nickulaus Sioson 530 Water Street Oakland, CA 94607 Fax: (510) 893-2812 Email: nsioson@portoakland.com
Submittal Copies	One (1) Original
Submittal Requirements	Bids must be and have the following information <u>clearly marked</u> and visible on the outside of the envelope (or included in the email or fax coversheet): <ul style="list-style-type: none">• 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	530 Water St. Oakland, CA 94607
Issuing Department Location	Purchasing Department
Purchasing Department	Port of Oakland, Purchasing Department 530 Water Street, Oakland, CA 94607 Monday through Friday 9:00 AM to 4:00 PM (510) 627-1140

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 20, 2020 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.
Question Response Date	February 26, 2020 All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective Bidders. Bidders who did not receive a copy of the addendum (by the Question Response Date) should contact the Buyer or Project Manager listed above under the Primary Contact. 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 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 a 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	Statement of Equal Employment Opportunity	Yes
7	Public Works Purchase Order—General Terms and Conditions	No
8	Subcontractor List Form	Yes
9	Performance Bond	(If applicable, required after award.)
10	Payment Bond	(If applicable, required after award.)
11	Non-Discrimination and Small Local Business Utilization Policy (Summary)	(If Bidder is requesting Preference Points, the Certification Application is due to the Social Responsibility Division <u>seven (7) business</u> days prior to submittal of your Bid.)
12	Document 00430	Yes (If requesting preference points.)
13	Sample Purchase Order Language	No
14	Information Required to Comply with California Labor Code Section 2810	Yes

Enclosures:

Title
Scope of Work
Appendix A – Port IT Conduit and Cable Standards
Appendix B – Port IT Network Labelling Standards
Location Photos

**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 Purchase Order Contract Language 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 Request for Bid or any attachments, are used interchangeably to refer to the company or firm submitting a Bid in response to this Request for Bid.
3. **Deadline for Receipt of Bids:** If this box ☐ is checked, the Port will accept Email or Fax Bids for this project. Bids must be received or delivered to the Submittal Address listed in the Request for Bid no later than the time specified. 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). For Bids that are submitted via Email or Fax, the Clock on the Port's (and not the Bidder's) Email server/ Fax machine shall be controlling. (Bids sent in via Email must be physically signed by the Bidder; electronic signatures will not be accepted.) 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 Service, other courier service, Port's mail handling personnel, or malfunction in the Port's Email server/Fax machine) shall not be opened and shall be returned, sealed, to the Bidder.
4. **Multiple Bids:** 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 Bidd 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.
5. **Bidder's Conference:** If this box ☒ is checked, a mandatory bidder's conference (Pre-Bid Meeting) will be held on the date specified in the Request 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 by the Port. Following this meeting, a site review may be conducted to acquaint Bidders with the site.

6. Requests for Information: Any questions relative to the Bid should be in writing and directed to the designee specified in the Request for Bid and by the deadline for receipt of questions.
7. 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.
8. 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. In case of conflict between words and numerals, the words shall govern.
9. 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 sent in via Email must be physically signed by the Bidder, and not electronically signed.) 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.
10. 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's Board 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.
11. 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 a Purchase Order if awarded the work, and in the case of refusal or failure to enter into the Purchase Order within twenty (20) calendar days after notification of the award, the Port shall have the right to award to another Bidder. If the Bidder fails or refuses to timely enter into the 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 your Bid.
12. Withdrawal of Bid: Bids may be withdrawn by the Bidders prior to the Bid Due Date and Time, but may not be withdrawn after such time.

13. 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.
14. 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 your 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.
15. 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 Bid Due Date.
16. 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 responsive Bidder. If the Port does not recommend a Contract (or a Purchase Order) to be awarded to the lowest responsive, responsible Bidder, then the Request for Bid will be cancelled. The Port may then call for new Bids.
17. Payment and Performance Bonds: If this box ☒ is checked and your Bid exceeds \$25,000, a Payment and Performance Bond is required prior to issuance of a Purchase Order. The successful Bidder shall be required to submit Payment and Performance Bonds as specified in the Contract Documents. All required Bonds shall be calculated on the maximum Total Bid Price. A Bidder's failure to submit the Bonds requested shall result in rejection of their Bid and forfeit of their Bid Security.
18. Execution of a Purchase Order: The successful Bidder shall, within twenty (20) calendar days of Notice of Award, sign and deliver to the Port, without exception, any Purchase Order, Payment and Performance Bonds required, and any evidence of insurance required by the Request for Bid Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Purchase Order within twenty (20) calendar days from the date of receiving notification of the award, or fails to provide the required Bonds and evidence of insurance, the Port may declare the Bidder's Bid Security or Bid Bond forfeited as damages caused by the failure of the Bidder to enter into a 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. 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.

20. 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.
21. Taxes: Taxes shall be included in the Total Bid Price at the current Alameda County uniform local sales and use tax rate.
22. Bid Exceptions: All exceptions to the plans and specifications which are taken in response to this Request for Bid must be stated clearly. The taking of Bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of your Bid.
23. 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.
24. Quantities: The quantities shown are approximate. The Port reserves the right to increase or decrease quantities as desired.
25. Prices: Bidders must Bid prices Free on Board (F.O.B). Destination; the Port, unless otherwise noted. Prices should be stated in the units specified and Bidders should Bid each item separately.
26. Samples: On request, samples of the products being supplied shall be furnished to the Port at no cost to the Port.
27. 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.
28. 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.
29. 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.
30. 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 this Request for Bid shall conform to all applicable requirements of Local, State and Federal laws, including, but not limited to, California Labor Code.
31. 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.
32. Public Works Project: This project is a "Public Works" Project (defined below) and Bidders are required to pay Prevailing Wages pursuant to California Labor Code, Section 1720, et seq,

and to abide by all Subletting and Subcontracting practices as defined by California Public Contract Code section 4100 et seq., and to abide by any Contracting Licensing requirements as defined by California Business and Profession Code. All Bidders/Contractors performing work on Port property are required by law to be licensed and regulated by the Contractors State License Board.

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

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

It shall be mandatory upon the Bidder to whom the Contract (or Purchase Order) is awarded, and upon any subcontractor under him/her, to pay not less than the specified (Prevailing Wage) rates to all workers employed by them in the execution of the contract.

33. Prevailing Wage Requirements: All Public Works projects as defined by California Labor Code 1720, that will exceed \$1,000 in cost, the Bidder/Contractor and all subcontractors shall be required to pay their employees, in the performance of labor under the Contract (or Purchase Order), salaries or wages at least equal to the general prevailing wage rate in the locality in which the work is to be performed for each craft, classifications or type of worker needed to execute the Contract (or Purchase Order), including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half. It is the Bidder's/Contractor's responsibility to determine any rate change, which may have or will occur during the intervening period between each issuance of published rates by the Director of Industrial Relations. Copies of these prevailing rates are Internet accessible at <http://www.dir.ca.gov/DLSR/DPreWageDetermination.htm> or shall be made available at the Port's Purchasing office to any interested party upon request during regular business hours, or can be obtained from the Director of Industrial Relations of the State of California at 415-703-4774.

34. Subcontractors: Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100-4114, inclusive, every Bidder (who will unitize subcontractors) shall, on the enclosed Subcontractor List Form set forth:

(a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half (1/2) of the one percent (1%) of the Bidder's Total Bid Price.

(b) The portion of the work which will be done by each subcontractor. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract (or Purchase Order) in excess of one-half (1/2) of one percent (1%) of the Bidder's Total Bid Price, Bidder agrees that Bidder is fully qualified to and will perform that portion of the work. The successful Bidder shall not, without the consent of the Port, and in compliance with Public Contract Code Sections 4100 - 4114, either:

- (1) Substitute any person as subcontractor in place of the subcontractor designated in the original Bid;
- (2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the Bid; or
- (3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the Total Bid Price as to which the Bidder's original Bid did not designate a subcontractor.

35. California Contractor's License Required: Each Bidder (who is a Contractor in the construction industry) is required by law to be licensed and regulated by the California's Contractors State License Board (CSLB). In order to perform the work, Bidders at the time of Bid Opening and for the duration of the project shall possess a valid California Contractor's license (as listed in the Request for Bid California Contractor's License Required section) and issued by the California Contractors State License Board. Any questions concerning a Contractor license may be referred to Contractors State License Board, 9821 Business Park Drive, Sacramento, CA 95827, Phone (800) 321-CSLB.

36. Department of Industrial Relations Requirements for Public Works Contracts:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37. Non-Discrimination and Small Local Business Utilization Policy (NDSLBP):

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

- Non-Discrimination policy which all Bidders must adhere to, by providing the enclosed "Statement of Equal Employment Opportunity" with their Bids, and
- Preference points to Small Local Businesses who qualify under the Port's definition of a Small and or Local Business. To receive these preference points Bidders must be certified at the time of the Bid due date, or Bidders must submit a Certification Application at: <http://srd.portofoakland.com/> with any supporting documentation to the Port's Social Responsibility Division seven (7) business days prior to the Bid Due Date. Only Bidders and Subcontractors certified with the Port may receive preference points.

A summary of the Port's Non-Discrimination and Small Local Business Utilization Policy is included in the attachments with this Request for Bid packet. The entire policy is available at: http://www.portofoakland.com/files/PDF/responsibility/NDSLBP_00810.pdf.

Bidders already certified with the Port do not need to submit proof of certification, but still need to check the Port's certification database at: <http://srd.portofoakland.com/> to ensure their certification has not expired. In addition, Bidder must complete the following form and submit it with the Bid:

For questions or assistance regarding NDSLBP, contact Connie Ng-Wong Contract Compliance Officer, (510) 627-1390, at the Port's Social Responsibility Division.

38. Liquidated Damages: The starting date of the Contract (or Purchase Order) shall be the day listed by the Port in the Notice to Proceed and the Bidder/Contractor shall fully complete all the work before the expiration of the number of calendar days listed in the Request for Bid under "Project Duration". Time is of the essence in the performance of this Contract (or Purchase Order). Liquidated damages for Bidder/Contractor's failure to complete the Contract (or Purchase Order) within the time fixed for completion are established in the amount per calendar day as listed in the Request for Bid under "Liquidated Damages".

39. Web Accessed Monitoring System (WAMS): The Port has adopted an electronic monitoring system to satisfy certain certified payroll reporting requirements, as it relates to Public Works

projects. The Port has designated Elation Systems as its vendor for the electronic submission system and the successful Bidder will be required to utilize the Elation Systems service for this Contract (or Purchase Order). There will be no fees associated with the use of WAMS on the successful Bidder's part. It will be the responsibility of the successful Bidder to ensure access into WAMS, prior to the commencement of work.

40. Examination of Work Site: 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.
41. Licenses: Each Bidder, and their subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work 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 your Bid.
42. Denial of Right to Bid: Bidder/Contractors or subcontractors who have violated State law governing Public Works shall be denied the right to Bid on this Public Work project as set forth in California Labor Code Section 1777.7.
43. Public Records Act: Per the Public Records Act (Gov. Code 6250 et seq.), the Port may be obligated to make available to the public the submitted 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 such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such. The Port reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.
44. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, should this Bid solicitation include additive and/or deductive items, the box checked below shall be used to determine the lowest Bid:

- ☒ (a) The lowest Bid shall be the lowest Total Bid Price on the base contract without consideration of the prices on the additive or deductive items.
- ☐ (b) The lowest Bid shall be the lowest Total Bid Price on the base contract and those additive or deductive items that were specifically identified in the Bid solicitation as being used for the purpose of determining the lowest Total Bid Price.
- ☐ (c) The lowest Bid shall be the lowest Total Bid Price on the base contract and those additive or deductive items taken in order from a specifically identified list of those items, depending upon available funds as identified in the Bid solicitation.
- ☐ (d) The lowest Bid shall be determined in a manner that prevents any information that would identify any of the Bidders from being revealed to the public entity before the ranking of all Bidders from lowest to highest has been determined.

If no box is checked, sub-paragraph (a) shall be used to determine the lowest Bid. Notwithstanding the method used by the Port to determine the lowest responsive, responsible Bidder, the Port retains the right to add to or deduct from the contract any of the additive or deductive items included in the Bid solicitation.

45. Protest Procedures: Any party 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.

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

46. Conflicts of Interest: By submitting a Bid, the Bidder represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections in connection with its 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.
47. 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.
48. California Labor Code Section 2810 (Requirements for contracts for Construction, Farm Labor, Garment, Janitorial, Security Guard, or Warehouse Services.): Bidder must demonstrate cost including compensation for select services (listed above) is sufficient to assure the Port's compliance with California Labor Code Section 2810, which prohibits agencies and companies from entering into services contracts that do not provide for wage and benefits mandated by law, which may include the Living Wage law and minimum wage laws. Therefore, if your Bid does not include sufficient funds to provide the legally-required wage and benefits, your Bid may be disqualified. (See **Attachment 14**, which must be completed and submitted with your Bid.)
49. Maritime and Aviation Project Labor Agreement (MAPLA): For Public Works projects over \$150,000.00 and some Professional Services Projects related to construction, testing and inspection, the Port has entered into a Maritime and Aviation Project Labor Agreement (MAPLA) with the Building and Construction Trades Council of Alameda County, AFL-CIO that covers all capital construction in the Port area, whether funded by the Port or by tenants. MAPLA is included as Document 00823R1 in the Port's project manuals for public works projects. MAPLA has resulted in a Substance Abuse Prevention Policy on drug testing (Document 00824R2), a Social Justice Labor Management Cooperation Trust Fund (Document 00825R1), and requirements for Utilization of Off-Site Apprentice Work Force (Document 00826R2), local hiring (Document 00827R1) and utilization of disadvantaged and new hire apprentices (Document 00828R1). Copies of the MAPLA documents in pdf format may be obtained by contacting Bill Russell at brussell@portoakland.com.

End of Section

**Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation**

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 Request for Bid, the Instructions to Bidders, the Standard Purchase Order Terms and Conditions, the Supplier Insurance Requirements, all Bid Documents, including the Specifications and any contract documents for this project, and any Attachments, Addenda, Enclosures, and the Port of Oakland's sample Purchase Order Language, 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 the construction of the 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 exists.

Agreement Terms

1. Upon Notice of the Award to the selected Bidder, and within twenty (20) calendar days after the Notice of the Award, the undersigned hereby agrees to sign the Port's Purchase Order and to return a copy to the Port and to furnish the necessary Payment Bond, Performance Bond, and Supplier Insurance. The undersigned further and agrees to commence work within ten (10) calendar days after receipt of signed Purchase Order from 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 proposal 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).

Bidder's Name: _____ Initials: _____

BID FORM (Page 2 of 3)

Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation

Agreement Terms Continued

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 Payment and Performance Bonds 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.: 19-20/12 – OAK Fiber Optic Cable Installation

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 Name: _____ Title: _____

Contact Person (print name): _____

Address: _____

Telephone: _____ Fax: _____

Cell: _____ Email: _____

Contractor License #: _____ Expiration Date: _____

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

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: _____

*(Required Information) Both a Signature and Attested By signature are required.



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.portoakland.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.portoakland.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, Garage keeper'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. Builder's Risk/Equipment Installation Insurance.

- **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.

Other Insurance Requirements:

- **Notice of Cancellation.** 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.
- **Proof of Insurance/Insurer Rating.** 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
Email: risktransfer@portoakland.com

Conversion to OCIP. 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.: 19-20/12 – OAK Fiber Optic Cable Installation

(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

Statement of Equal Employment Opportunity

Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation

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

I shall carry out applicable requirements and cooperate with the Port of Oakland in meeting its commitments and objectives with regard to ensuring equal employment opportunity and nondiscrimination, and shall use best efforts to ensure that barriers to participation of small local businesses do not exist.

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



Public Works Purchase Order—General Terms and Conditions

1. Purchase Order ("Order") Force and Effect: Port is not responsible for Work rendered without the authority of an order on this form. This Order shall control over all provisions in any proposal. The provisions of this Order constitute the entire agreement between the Contractor and the Port regarding the Work described herein. No representation, term or covenant not expressly specified in this Order shall, whether oral or written, be a part of this agreement. No modification of this Order shall be effective unless it is in writing. This Order shall govern the Work described herein (whenever performed), and shall supersede all other prior purchase orders and agreements between Contractor and the Port with respect to the Work described herein. This Order may not be varied, changed or modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Port and Contractor and approved by the Port Attorney. The headings in this Order are for convenience only and do not affect the construction of this Order.
2. Performance of Work/No Assignment: Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner, comply fully with criteria established by the Port, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of this Order. Contractor shall not contract any portion of the Work or otherwise assign this Order without prior written approval of the Port. (Contractor shall remain responsible for compliance with all terms of this Order, regardless of the terms of any such assignment.) The Contractor shall permit Port (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Port representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under this Order. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Order, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Port shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of this Order.
3. Records and Payment Requests: Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Port shall make payment within thirty (30) days after Port approval. Upon Port's written request, Contractor shall make available to the Port, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to the Port, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its work under its Order, and invoices, payrolls, timecards, records and all other data related to matters covered by this Order. Contractor shall furnish to the Port, its authorized agents, officers, or employees, such other evidence or information as the Port may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five (5) years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Port to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of this Order shall have the same rights conferred to Port by this section. Such rights shall be specifically enforceable.
4. Independent Contractor: Contractor is an independent Contractor and does not act as the Port's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that the Port provides to Port employees, including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Order regarding direction apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under this Order. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Order as the Port's responsibility.

5. Indemnity/Liability: Contractor shall defend, indemnify and save harmless, to the fullest extent permitted by law, Port and City of Oakland and all of their officers, directors, representatives, agents and employees, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which Port maybe subject, but not limited to, bodily injury to or death of any person or damage to any property, or resulting from any breach of this Order, which directly or indirectly arises out of the Contractor's performance of this Order, Contractor's negligence, Contractor's provision of Work, or Contractor's activities related thereto. Defense counsel retained under this section shall be subject to the Port Attorney's reasonable approval. Notwithstanding any provision of this Order, the Port shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Order or the Work. Port's rights and remedies, whether under this Order or other applicable law, shall be cumulative and not subject to limitation.
6. Conflict of Interest/Confidentiality: Contractor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the Port which would conflict in any manner with the performance of the Work required under this Order. Any information, whether proprietary or not, made known to or discovered by Contractor during the performance of or in connection with this Order for the Port, will be kept confidential and not be disclosed to any other person (except as necessary to perform the Work). Contractor will immediately notify the Port in writing if it is requested to disclose any such information. These conflict of interest and confidentiality provisions and limitations shall remain fully effective indefinitely after termination of Work to the Port hereunder.

Any publicity or press releases with respect to the Project shall be under the Port's sole discretion and control. Contractor shall not discuss the Project, nor matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without Port's prior written consent.

7. Non-Discrimination Policy: Contractor acknowledges that it has received and reviewed a copy of the Port of Oakland's "Non-Discrimination and Small Business Utilization Policy" and Regulations thereto dated as of October 6, 1997, and as subsequently revised, (together, the "Non-Discrimination Policy"). The Non-Discrimination Policy requires, among other things, Contractor to demonstrate non-discrimination in hiring its employees and in contracting as provided therein. Contractor represents that in all matters in connection with this Agreement it has complied with, and covenants that in the future it shall comply with, all aspects of the Non-Discrimination Policy (and any amendments thereto), including without limitation, in the hiring of employees and its contractors. Contractor shall provide all information reasonably requested by the Port to verify compliance with such matters. Contractor stipulates, acknowledges and agrees that the Port has the right to monitor Contractor's compliance with the Non-Discrimination Policy, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.
8. No Contingent Fee: Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Order 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 this Order or deduct from the Order price or otherwise recover from Contractor the full amount of the contingent fee. As used in this Section, "bona fide agency" means an established commercial or selling agency, maintained by Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Port Orders nor holds itself out as being able to obtain any Port Order or Orders through improper influence. As used in this Section, "bona fide employee" means a person, employed by Contractor and subject to Contractor'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 Orders nor holds itself out as being able to obtain any Port Order or Orders 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 Order. 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 Order on any basis other than the merits of the matter.
9. Termination; Suspension; Disputes: Port may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Port may determine in its sole discretion. The Port will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Port will compensate Contractor for extra costs resulting from such directives only to the extent that Port issues such directives for its convenience and not due to Contractor's fault (but Port shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Port's convenience.) Contractor shall continue its work throughout the course of any dispute, and Contractor's failure to continue work during a dispute shall be a material breach of this Order. All claims by Contractor against the Port shall be submitted in writing to the Port.

10. Execution; Venue; Limitations: This Order shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Order shall be governed by the laws of the State of California, excluding its conflict of law rules. The exclusive venue for all litigation arising from or relating to this Order shall be in Alameda County, California. Except as expressly provided in this Order, nothing in this Order shall operate to confer rights or benefits on persons or entities not party to this Order. As between the parties to this Order, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Port's issuance of the final Certificate for Payment, or termination of this Order, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
11. Employee Wages, Records, Apprentices, Payment of Prevailing Wages: The Contractor and all subcontractors on this Public Works project (as defined by California Labor Code 1720, that will exceed \$1,000 in cost), shall be required to pay their employees, in the performance of labor under this Purchase Order, salaries or wages at least equal to the general prevailing wage rate in the locality in which the work is to be performed for each craft, classifications or type of worker needed to execute this Purchase Order, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half. It is the Contractor's responsibility to determine any rate change, which may have or will occur during the contract period. Current published Prevailing Wages rates are available from the Director of Industrial Relations of the State of California at 415-703-4774, or are Internet accessible at <http://www.dir.ca.gov/DLSR/DPreWageDetermination.htm>, or shall be made available at the Port's Purchasing office to any interested party upon request during regular business hours. Contractor and all subcontractors shall keep and maintain accurate payroll records of employees working in relation to this Order, and certify these records upon request, pursuant to Labor Code Section 1776. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to this Order.
12. Compliance with California Labor Code Section 2810: Any Contractor who provides labor services associated with Construction, Farm Labor, Garment, Janitorial, Security Guard, or Warehouse Contractor, shall comply with California Labor Code Section 2810.
13. Permits: Contractor shall obtain and pay for all permit(s) that are required such as building, electrical, etc. If the Port is to reimburse the Contractor for the costs of the permit(s) no markup will be allowed on these costs and the permit fees will be noted on the Purchase Order. Any charges caused by the Contractor's error, negligence, or failure to secure permits in a timely manner will not be reimbursed. The Contractor shall be bound by the conditions of all required permits(s).
14. Contractors' State License Board: Contractor and any subcontractors on this project are required by law to be licensed and regulated by the Contractors' State License Board. Contractor must be properly licensed for the particular work called for in this project.
15. Insurance: Contractor shall provide insurance as set forth in the document entitled "Supplier Insurance Requirements".
16. Earthwork: Contractor shall notify Port in writing of any unknown underground physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, pursuant to Section 7104 of the Public Contract Code. For any work under this Order involving trench shoring that costs in excess of \$25,000.00 (twenty-five thousand dollars), Contractor shall submit and Port (or a registered civil or structural engineer employed by the Port) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
17. Performance and Payment Bonds: For orders that exceed \$25,000, a Payment and Performance Bond is required prior to issuance of a Purchase Order. The Contractor shall be required to submit Payment and Performance Bonds as specified in the Contract Documents. All required Bonds shall be calculated on the maximum Purchase Order Price.
 - a. If Performance Bond is include with this Purchase Order, the Contractor shall execute and submit prior to commencement of work, the Construction Performance Bond in an amount equal to one hundred percent (100%) of the contract price.

- b. If Payment Bond is included with this Purchase Order, the Contractor shall execute and submit prior to commencement of work, the Construction Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the contract price.

18. Contractor Default:

- a. The Contractor shall be in default of the Order and the Port may terminate the Contractor's right to proceed under the Order, for cause:
 - (1) Should the Contractor make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, filing any answer admitting or not contesting the material allegations of a petition filed against the Contractor in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of the Contractor or of all or any substantial part of its properties or if the Contractor, its directors or shareholders, take action to dissolve or liquidate the Contractor; or
 - (2) Should the Contractor commit a material breach of the Order and not cure such breach within ten (10) calendar days of the date of notice from the Port to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide the Port within the 10 day period with a written plan acceptable to the Port to cure said breach, and then diligently commence and continue such cure according to the written plan); or
 - (3) Should the Contractor violate or allow (by a Subcontractor or other person or entity for which the Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) days of the date of the notice from the Port to the Contractor demanding such cure; or, if such violation is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide the Port within the 10 day period with a written plan to cure said violation acceptable to the Port, and then diligently commence and continue performance of such cure according to the written plan.)
- b. If the Port at any time reasonably believes that the Contractor is or may be in default under the Order, as defined above, the Port may in its sole discretion notify the Contractor of this fact and request written assurances from the Contractor of performance of the Work under this Order and a written plan from the Contractor to remedy any default under the terms of the Order which the Port may advise the Contractor of in writing. Failure of the Contractor to provide written assurances of performance as required herein within ten (10) days of demand will constitute a material breach of the Order sufficient to invoke Section 15.a(2) of these provisions, above.
- c. In event of termination for cause, the Port shall immediately serve written notice thereof upon Surety and the Contractor. Surety shall have the rights and obligations set forth in the Construction Performance Bond ("Performance Bond"). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), the Port may take over the Work and prosecute it to completion by purchase order or by any other methods it may deem advisable.
- d. In the event of termination by the Port as provided in Section 15.a. of these provisions (above), for cause,
 - (1) The Port shall compensate the Contractor for the value of the Work delivered to the Port upon termination. The decision of the value of Work shall be made by the Port, based on substantial evidence. The decision of the Port shall be final. Port compensation for the value of Work is subject to submission to the Port by the Contractor of updated as-builts and Project record documents showing the Work performed up to the date of termination, the Port's reservation of all rights of offset and backcharges, and Port's reservation of all rights to inspect, audit and examine Contractors records as set forth in Section 3

of these provisions. However, the Port shall not compensate the Contractor for its costs in terminating the Work or any cancellation charges owed to third parties;

(2) The Contractor shall deliver to the Port possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Order. The provisions of this Section shall not be interpreted to diminish any right which the Port may have to claim and recover damages for any breach of the Order or otherwise, but rather, the Contractor shall compensate the Port for all loss, cost, damage, expense, and/or liability suffered by the Port as a result of such termination and failure to comply with the provisions of the Order.

- e. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with the provisions of the Order on claims. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

19. Termination of Contract For Convenience

- a. The Port may terminate performance of the Work under the Order in accordance with this clause in whole, or from time to time in part, whenever the Port shall determine that termination is in the Port's best interest. Termination shall be effected by the Port delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Order is terminated, and the effective date of the termination.
- b. After receiving a notice of termination under Section 16.a above, and except as otherwise directed by the Port, the Contractor shall:
 - (1) Stop Work under the Order on date and to extent specified in notice of termination;
 - (2) Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Order which is not terminated;
 - (3) Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 - (4) Assign to the Port in manner, at times, and to extent directed by the Port, all right, title, and interest of the Contractor under orders and subcontracts so terminated. The Port shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of the Port to extent the Port may require. The Port's approval or ratification shall be final for purposes of this Section;
 - (6) Transfer title to the Port, and deliver in the manner, at the times, and to the extent, if any, directed by the Port, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed plans, plans, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to the Port;
 - (7) Use its best efforts to sell, in manner, at times, to extent, and at price or prices that the Port directs or authorizes, any property of types referred to in Section 16.b(6) above, but the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by the Port. Proceeds of transfer or disposition shall be applied to reduce

payments to be made by the Port to the Contractor under the Order or shall otherwise be credited to the price or cost of Work covered by the Order or paid in such other manner as the Port may direct;

(8) Complete performance of the part of the Work which was not terminated by the notice of termination; and

(9) Take such action as may be necessary, or as the Port may direct, to protect and preserve all property related to the Order which is in the Contractor's possession and in which the Port has or may acquire interest.

- c. After receipt of a notice of termination, the Contractor shall submit to the Port its termination claim, in form and with certifications as provided in Section 18 (below) of these provisions. The Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. The Contractor and the Port may agree upon the whole or part of the amount or amounts to be paid to the Contractor because of a total or partial termination of Work under this Section 16. If the Contractor and the Port fail to agree on the whole amount to be paid to the Contractor because of the termination of the Work under this Section 16, the Port shall determine, based on information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor for Work specified in the Order which is performed before the effective date of the termination, the total (without duplication of any items) of -

(1) The reasonable cost to the Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. In determining reasonable cost, deductions will be made for cost of materials to be retained by the Contractor, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of 10 percent of direct costs of such work.

(2) When, in the Port's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

(3) A reasonable allowance for profit on cost of Work performed as determined under Subsection 16.c(1), provided that the Contractor establishes to the Port's satisfaction that the Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

(4) Reasonable costs to the Contractor of handling material returned to vendors, delivered to the Port or otherwise disposed of as directed by the Port.

(5) A reasonable allowance for the Contractor's administrative costs in preparing termination claim.

(6) The Port shall have no obligation to pay the Contractor under Section 16 unless and until the Contractor provides the Port with updated and acceptable as-builts and Project record documents for Work completed prior to termination.

In no event shall the Port be liable for costs incurred by the Contractor or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting the Contractor's Bid, attorney's fees and all other costs relating to prosecution of claim or lawsuit.

- d. In arriving at the amount due the Contractor under this clause there shall be deducted:

(1) all unliquidated advances or other payments on account previously made to the Contractor which are applicable to the terminated portion of the Contract Documents,

(2) any claim which the Port may have against the Contractor in connection with the Order, and

(3) the agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Contractor or sold under provisions of Section 16, and not otherwise recovered by or credited to the Port.

20. Contingent Assignment of Subcontracts

The Contractor hereby assigns to the Port each Subcontract for a portion of the Work, provided that:

- a. The assignment is effective only after the Port's termination of the Contractor's right to proceed under the Order (or portion thereof relating to that Subcontract) pursuant to Sections 15 or 16 above;
- b. The Assignment is effective only for the Subcontracts which the Port expressly accepts by notifying the Subcontractor in writing;
- c. The assignment is subject to the prior rights, if any, of the Surety, obligated by the Performance Bond provided under the Order, where the Surety exercises its rights to complete the Work under the Order;
- d. After the effectiveness of an assignment, the Contractor shall, at its sole cost and expense (except as otherwise provides in Sections 15 or 16 above), sign all instruments and take all actions reasonably requested by the Port to evidence and confirm the effectiveness of the assignment in the Port; and
- e. Nothing in this Section 17 shall modify or limit any of the Contractor's obligations to the Port arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold harmless obligations arising from or related to the assigned Subcontract.

21. Claims By The Contractor

a. General

(1) Disputes Regarding Interpretation of Order: Should it appear to the Contractor that the Work to be performed or any of the matters relative to the Order are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Order, the Contractor shall give written notice to the Port. The Contractor shall bear all costs incurred in the giving of such notice. All issues regarding the interpretation of Plans or Specifications shall be referred to the Port for interpretation and determination. The Port shall have the right but not the obligation to affirm or disaffirm any Architect/Engineer interpretation of Plans or Specifications, which affirmation or disaffirmance shall be final. All issues regarding the General Terms and Conditions, and other non-engineering or non-technical aspects of the Work shall be determined by the Port whose determination shall be final. If the Contractor should disagree with the Port's determination regarding any aspect of the Order, the Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim, the Contractor shall diligently prosecute the Disputed Work (as defined in Section 18.b(1)) to final completion.

(2) Work Disputes: Should any dispute arise under the Order respecting the true value of any Work performed, the implementation of the Work required by the Order, any Work omitted, any extra Work which the Contractor may be required to perform or time extensions, respecting the size of any payment to the Contractor during the performance of the Work under the Order, or of compliance with requirements under the Order, the dispute shall be decided by the Port and its decision shall be final and conclusive. If the Contractor disagrees with the Port's decision, the Contractor's sole and exclusive remedy is to file a claim in accordance with this Section 18. Notwithstanding and pending the resolution of any claim, the Contractor shall diligently prosecute the Disputed Work to final completion.

(3) Claim" means a written demand or written assertion by the Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of the Order terms, or other relief arising under or relating to the Order. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Section 18 of the provisions hereof.

(4) A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under the Order. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Order by submitting a separate claim in compliance with claim submission requirements.

(5) The provisions of this Section 18 survive termination or completion of the Work under this Order. The Contractor shall bear all costs incurred in the preparation and submission of a claim.

(6) Contractor shall impose the claim notice and documentation requirements in this Order on Contractor's subcontractors of all tiers, and require them to submit to the Contractor all claims against Contractor and/or Port within the times and containing the documentation required by this Section 18. The claim notice and documentation procedure described in this Section 18 applies to all claims and disputes arising under the Order, whether or not specifically referred to in any specific portion of the Order.

b. Procedures

(1) Should any clarification, determination, action or inaction by the Port or Architect/Engineer, Work, or any other event, in the opinion of the Contractor, exceed the requirements of or not comply with the Order, or otherwise result in the Contractor seeking additional compensation in time or money for any reason (collectively "Disputed Work"), then the Contractor and the Port shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) calendar days after Contractor's first knowledge of the Disputed Work, whichever is earlier, the Contractor must file a written notice of the Disputed Work with the Port stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the Contract Documents. If a written notice of Disputed Work is not issued within this time period, or if the Contractor proceeds with the Disputed Work without first having given the notice required by this Section, the Contractor shall waive its rights to further claim on the specific issue.

(2) The Port will review the Contractor's timely notice of Disputed Work and provide a decision. If, after receiving the decision, the Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of the Contract Documents, it shall so notify the Port, in writing, within seven (7) calendar days after receiving the decision, that a formal claim will be issued. Within thirty (30) calendar days of receiving the decision, the Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. The Contractor's failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving its right to the subject claim. If Disputed Work persists longer than thirty (30) days, then the Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to the Port a document titled "Claim Update" which shall update and quantify all elements of the Claim as completely as possible. The Contractor's failure to submit a Claim Update or to quantify costs every thirty (30) days shall result in waiver of the claim for that thirty (30) day period. Claims or Claim Updates stating that damages will be determined at a later date shall not comply with this Section and shall result in the Contractor waiving its claim(s).

(3) Upon receipt of the Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, the Port or its designee will review the issue and render a final determination. Claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.

(4) PORT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CLAIMS SHALL NOT INCLUDE SPECIAL OR CONSEQUENTIAL DAMAGES.

c. Claim Format

The Contractor shall submit the claim justification in the following format: (a) Cover letter and certification of the accuracy of the contents of the claim, (b) summary of claim including underlying facts, entitlement, quantum calculations and Contract Document provisions supporting relief, (c) list of documents relating to claim including specifications, Plans, clarifications/requests for information, schedules and others, (d) chronology of events and correspondence, (e) analysis of claim merit, (f) analysis of claim cost, and (g) attach supporting documents referenced in (c).

d. Exclusive Remedy

The Contractor's performance of its duties and obligations specified in this Section 18 and submission of a claim as provided in this Section 18 is the Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of the terms of this Order or other relief arising from the Work. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Order) apply notwithstanding the completion, termination, suspension, cancellation, breach

or rescission of the Work or the Order, negligence or strict liability by the Port, its representatives, consultants or agents, or the transfer of the Work to the Port for any reason whatsoever. The Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in this Section 18 is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No claim or issues not raised in a timely protest and timely claim submitted under this Section 18 may be asserted in any Government Code Claim, subsequent litigation, or legal action. The Port shall not have deemed to waive any provision under this Section 18, if at the Port's sole discretion, a claim is accepted in a manner not in accord with Section 18.

e. Mediation

All claims shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

22. Warranties

The Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of the Work and to complete the Work in accordance with the terms of the Order. The Contractor warrants that all construction work and construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of the Order. The Contractor warrants that the Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, shall be of suitable grade of its respective kind for its intended use, shall be free from defects in design, engineering, materials, construction and workmanship, and shall conform in all respects with all applicable requirements of federal, state and local laws, licenses, and permits, the Order and all descriptions set forth therein, applicable construction codes and standards, and all other requirements of the Order. Notwithstanding the foregoing, the Contractor shall not be responsible for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction, where that is specifically shown and expressly required by the Order.

If any guaranty exceeding one year is provided by the supplier or manufacturer of any equipment or materials used in the project under this Order, then the guarantee for such items shall be extended for such term. The Contractor expressly agrees to act as co-guarantor of such equipment and materials, and the Contractor shall supply the Port with all warranty and guarantee documents relative to equipment and materials incorporated in the project and guaranteed by their suppliers or manufacturers.

End of Section

**Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation****No Subcontractors**

_____ Check here and skip to the "Signature" section if you have no subcontractors who will perform work in an amount in excess of 1/2 of 1 percent of the Total Bid Price.

Subcontractors

In accordance with the provisions of Public Contract Code section 4104, each Bidder shall list below the name and location of place of business for each subcontractor who will perform a portion of the work in an amount in excess of 1/2 of 1 percent of the Total Bid Price. In each such instance, the nature of the work to be sublet shall be described. **Columns 1 through 4 must be completed.**

1 Subcontractor and Location (Include the telephone number.)	2 Type of Work to be Performed or Trade Classification	3 Dollar Amount of Work	4 Contractor's License Number & DIR Registration Number	Type of Business* (check all that apply)			
				LIABE	LBABE	SBE	VSBE
1.			Lic. #: DIR #:				
2.			Lic. #: DIR #:				
3.			Lic. #: DIR #:				
4.			Lic. #: DIR #:				
5.			Lic. #: DIR #:				

*See the Port of Oakland's "Non-Discrimination and Small Local Business Utilization Policy (Summary)" in this Bid package for definitions of business types.

Signature

Bidder Name: _____ Title: _____

Authorized Signature: _____ Date: _____



PORT OF OAKLAND

Performance Bond

Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated _____ is in the penal sum of one hundred percent (100%) of the Contract Sum, which is _____ (\$ _____), and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Sections 1 through 12, attached to this page. Any singular reference to _____ (Lic. No. _____) the "Contractor"), _____ (the "Surety"), City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

OWNER:

CONSTRUCTION CONTRACT:

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

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

Dated: _____, in the
amount of \$ _____
Contract No. _____

CONTRACTOR AS PRINCIPAL
Company: _____

SURETY
Company: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address

Contact Person

Telephone Number

Approved as to Form and Legality this ____ day of
_____, 20____

Michele Heffes, Port Attorney

BOND TERMS AND CONDITIONS

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Port for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor completely and properly performs all of its obligations under the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Port Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Port has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 The Port has agreed to pay the Balance of the Contract Sum to:
 - 3.2.1 The Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When the Port has satisfied the conditions of Section 3, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Port, to perform and complete the Construction Contract (but Port may withhold consent, in which case the Surety must elect an option described in Sections 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain Bids from qualified contractors acceptable to the Port for a contract for performance and completion of the Construction Contract, and, upon determination by the Port of the lowest responsible bidder, arrange for a contract to be prepared for execution by the Port and the contractor selected with the Port's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if the Surety's obligations defined in Section 6, below, exceed the Balance of the Contract Sum, then the Surety shall pay to the Port the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor acceptable to the Port and with reasonable promptness under the circumstances, and, after investigation and consultation with the Port, determine in good faith the amount for which it may then be liable to the Port under Section 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to the Port with full explanation of the payment's calculation. If the Port accepts the Surety's tender under this Section 4.4, the Port may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If the Port disputes the amount of Surety's tender under this Section 4.4, the Port may exercise all remedies available to it at law to enforce the Surety's liability under Section 6, below.
5. If the Surety does not proceed as provided in Section 4, above, then the Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from the Port to the Surety demanding that the Surety perform its obligations under this Bond. At all times the Port shall be entitled to enforce any remedy available to the Port at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. The Surety's monetary obligation under this Bond is limited by the penal sum of this Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Contractor under the Construction Contract. The Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of the Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;

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

END OF SECTION



PORT OF OAKLAND

Payment Bond

Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated _____, is in the penal sum of one hundred percent (100%) of the Contract Sum, which is _____ (\$ _____), and is entered into by and between the parties listed below to ensure the payment of claimants under of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Sections 1 through 13, attached to this page. Any singular reference to _____ (Lic. No. _____) (the "Contractor"), _____ (the "Surety"), the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

OWNER:

CONSTRUCTION CONTRACT:

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

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

Dated: _____, in the
amount of \$ _____
Contract No. _____

CONTRACTOR AS PRINCIPAL
Company: _____

SURETY
Company: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Approved as to Form and Legality this ____ day of
_____, 20__

Michele Heffes, Port Attorney

BOND TERMS AND CONDITIONS

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Port and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Port, this obligation shall be fully satisfied if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Port from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Port has promptly notified the Contractor and the Surety (at the address described in Paragraph 11) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Port Default.
3. With respect to Claimants, this obligation shall be fully satisfied if the Contractor promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Contractor or its subcontractors fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., the Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. The Surety's total obligation shall not exceed the penal amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety under this Bond.
6. Amounts due the Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of the Contractor and the Surety under this Bond.
7. The Port shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Suit against the Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. Notice to the Surety, the Port or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Port or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted here from to the extent of the conflict and all provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
 - 13.1.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
 - 13.1.2 Construction Contract: The agreement between the Port and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 13.1.3 Port Default: Material failure of the Port, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF SECTION



PORT OF OAKLAND

Non-Discrimination and Small Local Business Utilization Policy (Summary)

The following is a summary of the Port's Non-Discrimination and Small Local Business Utilization Policy.

The entire policy is available at:

<http://www.portofoakland.com/files/PDF/responsibility/NDSLBU00810.pdf>.

Contractors and Subcontractors who are certified with the Port may be eligible to receive preference point for the purpose of Bid comparisons. On-line certification applications may be obtained at <http://srd.portofoakland.com/>.

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

Small Local Business Utilization: On October 7, 1997, the Board of Port Commissioners initiated a formal policy to encourage full participation of firms from its **Local Business Area ("LBA")**, the counties of Alameda and Contra Costa, particularly those in its **Local Impact Area ("LIA")**, in its work. The LIA includes the cities of Oakland, Alameda, Emeryville and San Leandro. The LBA includes all cities within the counties of Alameda and Contra Costa.

Contractor Preference Points: The Port allots preference points for the work being performed by Contractors and or Subcontractors located in either the LBA or the LIA for a maximum total of up to ten (10) points. Points shall be translated to a percentage, and Total Bid Prices within 10% or \$1,000,000 (one million dollars), whichever is less, of the Total Bid Price of the apparent low bidder shall be reduced by such percentage for purposes of evaluation to determine the lowest responsible bidder. Preference points will be awarded as follows:

- In order to qualify for Port of Oakland certification, a business must have been located within the LBA or LIA at least one (1) year prior to the Certification Application date.
- Bidders may be awarded up to a maximum of four (4) preference points depending on the proportionate share of work, calculated based on the contract amount, to be done by LIA certified prime Contractor(s) and Subcontractors, and up to two (2) preference points for LBA certified prime Contractor(s) and Subcontractors;
- Bidders may also be awarded up to a maximum of two (2) preference points, depending on the proportionate share of prime contract work to be done by LIA certified prime Contractor(s), and up to one (1) preference point depending on the proportionate share of prime contract work to be done by LBA certified prime Contractor(s);
- Bidders may also be awarded up to a maximum of four (4) preference points, depending on the proportionate share of work to be done by VSBE certified prime Contractor(s) and Subcontractors, and up to two (2) preference points, depending on the proportionate share of work to be done by SBE certified prime Contractor(s) and Subcontractors.

If a Bidder/Contractor is requesting preference points (to modify the Bids for comparison purposes), the Certification Application along with all supporting documentation is due to the Social Responsibility Division seven (7) business days prior to Bid Due Date (no exceptions). In addition, please submit the enclosed Document 00430 – Port of Oakland Subcontractor and Supplier List Form along with your Bid.

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



Document 00430

NOTE: This form is required if you are requesting preference points under the Port's NDSLBP

Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation

Prime Contractor: _____

Bid Date: _____

1. Submit this Document 00430 with the Bid. Non-Discrimination and Small Local Business Utilization Policy shall apply unless otherwise stated.
2. Column A: List Prime Contractor and first-tier Subcontractors performing Work in excess of one-half of one percent (0.5%) of total bid value. If Prime Contractor is a Joint Venture, then indicate same and list each Joint Venture Partner separately. Also list any certified local manufacturers of equipment, materials or supplies that will be incorporated into the Work and identify their scope of work accordingly. Do not list any suppliers unless they manufacture or install such equipment, materials or supplies. List ALL trucking brokers that will participate in the Work, regardless of whether the broker's bid will or will not exceed 0.5% of the total bid value and regardless of whether the Bidder is requesting any local business preference points for the listed broker(s).
3. Column B: Identify applicable local / small business status that has been certified by the Port and for which points are requested.
4. Column C: Identify the total bid price for all entities listed below, except that the amount listed for Prime Contractor must exclude all Subcontractor bid amounts. Prime Contractors shall list only total value of self-performed Work. If Prime Contractor is a Joint Venture, then allocate bid among each Joint Venture partner.
5. Column D: Complete this column only if points are requested for the LIABE, LBABE, SBE or VSBE listed contractor (prime or Subcontractor), manufacturer, trucker or trucking broker. For each Subcontractor, separately identify the total dollar amounts of equipment, materials and supplies that (i) the Subcontractor will both purchase and install ("SPE"); and (ii) the Prime Contractor will purchase for installation by the listed Subcontractor ("PPE"). Equipment, materials and supplies purchased by the Prime Contractor are eligible for points based exclusively on the status of the person or entity (Subcontractor or Prime Contractor) that installs or incorporates such items into the Work. Amounts in this column shall not be included in the dollar value of any other listed person or entity.

Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation

Column A Name and contact information of Prime Contractor (including any JV Partners), Subcontractor, Trucking Broker or product manufacturer	Column B Local / Small business certification				Column C Total bid for listed person	Column D Allocation of Equipment, Materials and Supplies
	LIABE	LBABE	SBE	VSBE		
1. PRIME CONTRACTOR: _____ Address: _____ City/State/Zip: _____ Phone/Fax #: _____ License #: _____ DIR Registration #: _____ Scope of Work: _____ _____					(Excluding all subcontractor bids)	Dollar value of items that Prime Contractor will incorporate into the Work with its own forces: \$ _____
2. Name _____ Address: _____ City/State/Zip: _____ Phone/Fax #: _____ License #: _____ DIR Registration #: _____ Scope of Work: _____ _____						PPE: \$ _____ SPE: \$ _____

Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation

<p>3. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE:\$ _____</p> <p>SPE:\$ _____</p>
<p>4. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE:\$ _____</p> <p>SPE:\$ _____</p>

EXAMPLE ONLY — The number of contractors and the amounts of the bid items listed below are illustrative only and are presented solely to assist proposers to accurately fill out the Port of Oakland Subcontractor and Supplier List Form. The example given is for a \$10,000,000 bid, with \$4,200,000 in listed subcontracts, with \$89,500 of PPE.

Column A Name and contact information of Prime Contractor (including any JV Partners), Subcontractor, Trucking Broker or product manufacturer	Column B Local / Small business certification				Column C Total bid for listed person	Column D Allocation of Equipment, Materials and Supplies
	LIABE	LBABE	SBE	VSBE		
<p>1. PRIME CONTRACTOR: <u>Prime Contractor, Inc.</u></p> <p>Address: <u>1234 Main Street</u></p> <p>City/State/Zip: <u>Anywhere, CA, 90000</u></p> <p>Phone/Fax #: <u>(415)-111-111</u></p> <p>License#: <u>100001</u></p> <p>DIR Registration #: <u>10000111</u></p> <p>Scope of Work: <u>Manage all construction work and perform all demolition, grading, paving, concrete, and metals work. Furnish bollards and manholes for subcontractors.</u></p>					<p>(Excluding all subcontractor bids)</p> <p>\$5,64,000.00</p>	<p>Dollar value of items that Prime Contractor will incorporate into the Work with its own forces:</p> <p><u>\$1,47,000.</u></p>
<p>2. Name: <u>Second Subcontractor's, Inc.</u></p> <p>Address: <u>2222 2nd Boulevard</u></p> <p>City/State/Zip: <u>Oakland CA 94600</u></p> <p>Phone/Fax #: <u>(510)-222-2222</u></p> <p>License # <u>22222</u></p> <p>DIR Registration #: <u>20000222</u></p> <p>Scope of Work: <u>All electrical work including installing substations and conduits and pulling and splicing cables</u></p>	X		X		<p>\$2,900,000.00</p>	<p>PPE: \$ <u>0</u></p> <p>SPE: \$ <u>1,218,000</u></p>

3. Name: <u>Third Subcontractors, Inc.</u> Address: <u>3333 3rd Avenue</u> City/State/Zip: <u>Everywhere, CA, 3333</u> Phone/Fax #: <u>(925)-333-3333</u> License #: <u>333333</u> DIR Registration #: <u>30000333</u> Scope of Work: <u>Furnish and install all fencing and install bollards</u>		X			\$115,000.00	PPE: \$ <u>20,000</u> SPE: \$ <u>29,000</u>
4. Name: <u>Fourth Truckers USA</u> Address: <u>4444 4th Expressway</u> City/State/Zip: <u>Oakland, CA, 94600</u> Phone/Fax #: <u>(510)-444-4444</u> License #: _____ DIR Registration #: <u>40000444</u> Scope of Work: <u>Furnish and install all fencing and install bollards</u>	X			X	\$35,000.00	PPE: \$ <u>0</u> SPE: \$ <u>0</u>
5. Name: <u>Fifth Underground Subcontractors</u> Address: <u>555 5th Boulevard</u> City/State/Zip: <u>Somewhere, CA 95555</u> Phone/Fax #: <u>(925)-555-5555</u> License #: <u>555555</u> DIR Registration #: <u>50000555</u> Scope of Work: <u>Furnish and install sewer pipe and install manholes</u>		X			\$1,150,000.00	PPE: \$ <u>69,500</u> SPE: \$ <u>124,000</u>



PORT OF OAKLAND

Sample Purchase Order Language

The following sample language will appear on the Purchase Order to the successful Bidder:

This Purchase Order is made between the Port of Oakland, legally known as the City of Oakland, a Municipal Corporation, acting by and through its Board of Port Commissioners, hereinafter called "Port" and the Supplier referenced on this Purchase Order, hereinafter called the "Contractor". The Port and the Contractor hereby agree to, as follows:

1. Overview of Work Described in This Purchase Order: This is a Public Works Purchase Order, with the above Purchase Order line items describing the work to be performed. Below is an overview of the work to be performed:

_____.
2. Contract Documents: The Contractor agrees to furnish all labor, materials, equipment, plant, tools, supervision, appurtenances, and services, including transportation and utilities, taxes, insurance, permit, and bonding required to perform the work, as further described in the Purchase Order, for the Lump Sum amount indicated in this Purchase Order. The Contract Documents consist of all documents included with this Public Works Purchase Order as follows:
 - Standard Purchase Order Terms and Conditions
 - Public Works Purchase Order—General Terms and Conditions
 - Supplier Insurance Requirements
 - Contractor's Bid Number _____, issued on _____.
 - Performance Bond
 - Payment Bond
3. Payment of Prevailing Wages: The Contractor and all subcontractors on this Public Works project (as defined by California Labor Code 1720, that will exceed \$1,000 in cost), shall be required to pay their employees, in the performance of labor under this Purchase Order, salaries or wages at least equal to the general prevailing wage rate in the locality in which the work is to be performed for each craft, classifications or type of worker needed to execute this Purchase Order, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half. It is the Contractor's responsibility to determine any rate change, which may have or will occur during the contract period. Current published Prevailing Wages rates are available from the Director of Industrial Relations of the State of California at 415-703-4774, or are Internet accessible at <http://www.dir.ca.gov/DLSR/DPreWageDetermination.htm>, or shall be made available at the Port's Purchasing office to any interested party upon request during regular business hours.
4. Permits: Contractor shall obtain and pay for all permit(s) that are required such as building, electrical, etc. If the Port is to reimburse the Contractor for the costs of the permit(s) no markup will be allowed on these costs and the permit fees will be noted on the Purchase Order. Any charges caused by the Contractor's error, negligence, or failure to secure permits in a timely manner will not be reimbursed. The Contractor shall be bound by the conditions of all required permits(s).
5. Time for Completion and Liquidated Damages: The Contractor agrees to commence work within ten (10) calendar days after receipt of signed Purchase Order from the Port and to fully complete all the work before the expiration of _____ calendar days from commencement date. Time is of the essence in the performance of this project. Liquidated damages for Contractor's failure to complete the Contract within the time fixed for completion are established in the amount _____ per calendar day.

6. Contractors' State License Board: Contractor and any subcontractors on this project are required by law to be licensed and regulated by the Contractors' State License Board. Contractor must be properly licensed for the particular work called for in this project. Please indicate your contractor's License number, expiration date, and type, below:

CONTRACTOR'S LICENSE NUMBER: _____

EXPIRATION DATE: _____

TYPE OF LICENSE: _____

7. Department of Industrial Relations Requirements for Public Works Contracts:

No contractor or subcontractor may be listed on a bid proposal or awarded any contract for the project unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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

Contractor or Subcontractor DIR Registration # _____

8. Bonding Requirements: For orders that exceed \$25,000, the Contractor shall provide an acceptable construction performance bond and construction labor and material payment bond (see attached forms) in an amount equal to 100 percent (100%) of the Purchase Order price.

Contractor's Acceptance:

Contractor 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*: _____

*(Required Information)

**PORT OF OAKLAND****Information Required to Comply with
California Labor Code Section 2810****Bid No.: 19-20/12 OAK Fiber Optic Cable Installation**

To comply with California Labor Code Section 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract. This only applies to contacts with labor services associated with Construction, Farm Labor, Garment, Janitorial, Security Guard, or Warehouse Contractors.

Contractor	
Name:	
Address:	
Telephone No.:	
Employer Identification No. (EIN):	
Description of Services:	
Describe Services:	
Commencement and Completion Dates:	
Worker's Compensation Insurance	
Policy No.	
Name of Insurer (Not Broker):	
Address of Insurer:	
Telephone No. of Insurer:	
For Vehicles owned by Contractor and used in performing work under this Contract	
VIN (Vehicle Identification No.):	
Automobile Liability Insurance Policy No.:	
Name of Insurer (Not Broker):	
Address of Insurer:	
Telephone No. of Insurer:	
Address of Property used to house workers on this Contract, if any:	
Workers employed under this Contract	
Estimated Total number of workers to be employed on this Contract:	
Estimated total wages to be paid workers:	
Dates (or schedule) when wages will be paid: (e.g. weekly, monthly, etc.)	
Independent Contractors utilized under this Contract	
Estimated total number of independent contractors to be used in this contract:	
List of current local, state and federal contractor license identification numbers required by law for independent contractors:	
Commissions	
Amount of commission paid under this contract	

**Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation****A. Project Overview**

The Port of Oakland ("Port"), owner of Oakland International Airport ("OAK") is seeking Bids to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, permits, and licenses to install 120 strands (48+12 pair) single mode fiber optic cabling utilizing existing pathways according to the scope of work D.1.1 below.

About the Port of Oakland

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

B. Location of Services

- Oakland International Airport, 1 Airport Drive, Oakland, CA 94621

C. Pre-Bid Walk

All bidders are encouraged to attend on-site walk through with the Aviation IT Department, to better understand the project and to be able to provide accurate bid to ensure the project is successful. All bidders will be on-site at the same time to ensure transparency. See the table label "General Bid Information" at the beginning of the Request for Bid for the Pre-Bid Date and Time.

D. Scope of Work**1.1 General Description**

The Scope of Work (SOW) for this project is to provide and install:

- 1.1.1 96 Strands (48 pair) single mode fiber optic cabling utilizing existing pathways between Oakland airport's SS1 and Airport Facilities building. (point 1 to 10 on enclosed aerial image on page 12)
- 1.1.2 24 Strands (12 pair) single mode fiber optic cabling utilizing existing pathways between Oakland airport's SS1 and Alameda County Sheriff building. (point 1 to 4A on enclosed aerial image on page 12)

All pairs must be terminated into Airport approved patch panels housed in rack-mount or Wall mount fiber optic enclosures with cable support and fully tested and certified according to the specifications.

2.1 Product and Services Specifications

2.1.1 All fiber optic cable shall be (indoor)/outdoor rated water and rodent proof and from the same manufacturer and shall be the same type. A mix of fibers from different manufacturers or types is not acceptable.

2.1.2 All fiber optic cable shall be continuous lengths between termination points.

2.1.3 All fiber optic cables shall be installed in complete accordance with the recommended practices of the cable manufacturer, and shall not exceed the tensile ratings, minimum bending radius or any other fiber cable installation restrictions of the manufacturer.

2.1.4 There shall be a service loop created at each termination location point, which shall be no less than a 30-ft. coil.

2.1.5 All exposed cable shall be prominently labeled with a securely fastened warning tag stating that the equipment contains fiber optic cable and is transmitting potentially hazardous wavelengths of light if broken or exposed.

2.1.6 The Contractor shall immediately stop all cable placement operations if the cable becomes bound, entangled in any way. the cause of the binding must be cleared to the Airport authority's satisfaction before continuing the pulling operation.

2.2 Termination of Fiber Optic Cabling

2.2.1 The Contractor shall perform all terminations of the fiber optic cable at terminal points.

2.2.2 All fiber optic cable entering or leaving all fiber terminal equipment shall be securely fastened thereto and dust sealed.

2.2.3 LC connector shall be used and both termination sides.

2.2.4 Termination points shall be labeled according to Port of Oakland's labeling standard (See Appendix B: Port IT Network Labelling Standards)

2.3 Testing and Certification

2.3.1 All fiber strands shall be OTDR tested and Power Meter tested. Testing shall be conducted in both directions (forward and rearward) and with the light sources operating 1310 and 1550 nm.

2.3.2 The maximum attenuation of any connector pair in the installed system shall not exceed .50 dB. The maximum attenuation of any fusion splice in the system shall not exceed .10 dB.

3.1 Existing Pathway

3.1.1 Existing pathway consists of a number of empty 3" and partially occupied 4" conduits. There are manholes and pull boxes along the pathway. (Refer to Appendix A: Port IT Conduit and Cable Standards for requirements)

3.1.2 Part of the existing pathway traverses through underground conduits accessible through underground vaults. Contractor shall ensure safe access to underground vaults. Port will take on potential water removal and proper disposal as well as traffic control for safe access to the manholes. (Refer to Appendix A: Port IT Conduit and Cable Standards for requirements)

4.1 Run Lengths

4.1.1 Path from point 1 to point 10 has been verified and measured and mule tape placed within the conduits. Total length considering service loops is 3250 ft.

4.1.2 Total length from point 1 to point 4B is 1550 ft.

5.1 Onsite Visit

5.1.1 Onsite visit is scheduled for (See the Invitation for Bid) to address any question or concern.

6.1 Relevant Standards

6.1.1 Port's general standards are attached (as Appendix A and B) as a guideline as far as they are relevant to this project.



Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation

Pathways

1.1 Conduits

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

1.2 Conduits – Buried

▪ **Physical clearances**

- Minimum of 3 inches when near power, light, and other conduits.
- Minimum of 6 inches when crossing oil, gas, water, and other pipes.
- Minimum of 12 inches when running parallel to oil, gas, water, and other pipes.
- Minimum of 12 inches when below the top of railroad rails.

▪ **Burial depths**

- Consult NEC article 300-5

▪ **Warning Tapes**

- Orange colored, detectable, plastic warning tapes shall be installed to prevent accidental dig-ups.

1.3 Cable trays

- Cable trays shall be a standard twelve inches wide and mounted at least 8 feet above finished floor.
- Cable trays shall be supported to carry the rated weight.

- Cable trays parts shall be bonded to a number 6 AWG copper conductor and connected to the grounding busbar.
- Exterior cable tray shall be enclosed and shall be factory perforated for ventilation and drainage.

1.4 Innerducts

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

1.5 Power Poles

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

1.6 Direct Burial

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

1.7 Surface-mount

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

1.8 Raised Floors

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

1.9 Pull Boxes

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

1.10 Maintenance Holes

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

1.11 Duct banks

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

1.12 Man-holes

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

1.13 Aerial Pathways

- Poles shall not be set except for temporary projects and only then with approval from the PORT Project Manager.
- Communications cable shall be mounted 40 inches below any power lines and 15.5 feet above streets and driveways.
- Aerial cable spans shall not exceed 98 feet to the building.
- Aerial cable entrances shall be limited to 100 pairs.

1.14 Firestopping

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

1.15 Core Drilling

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

2. Pathway Installation Methods

2.1 Copper

- In ceilings, copper cables shall never be pulled directly over suspended ceiling tiles or fluorescent light fixtures.
- Hook and loop cable ties may be used to secure copper cables.
- Adhesive-mounts, one-inch square, can be used on metallic surfaces to secure cable ties. e.g., equipment cabinets and racks.

- Screw-mounts, one-inch square, can be used on backboards provided that they are secured with flat-head mounting screws.

2.2 Coaxial

- Similar to copper.

2.3 Fiber

A. Pulling

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

B. Supporting

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

C. Splicing

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

D. Connectorizing

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

2.4 Microwave

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

2.5 Wireless

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

2.6 Rooftops

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

2.7 Antennas

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

3. Equipment

3.1 Copper

A. Backbone Cables

- **Voice**

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

- **Data**

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

B. Horizontal Cables

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

C. Cross Connect Jumpers

- 24 AWG, 100 ohm, UTP, CAT6.

D. Data Cables

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

E. Control/Low Voltage Cable

- Follow manufacturer's recommendation.

F. Speaker Cable

- 14 AWG, unshielded, twisted pair.

Equipment Cabinets

Provide standard 19 inch, 7 foot high

3.2 Coaxial

A. Cable TV (CATV)

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

B. Closed Circuit TV (CCTV)

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

Video CCTV runs greater than 1500 feet must use fiber optic cables.

3.3 Fiber Optic

A. Backbone/Backbone Cables

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

B. Horizontal Cables

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

C. Patch Panels – Wall mount

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

D. Patch Panels – Rack mount

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

E. Fiber Optic Adapters

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

F. Fiber Optic Pigtails

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

G. Fusion-splice Protection Sleeves

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

H. Fiber Optic Jumpers

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

I. Innerduct

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

J. Keys, Locks, and Anti-tamper Tools

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

Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation

A. Introduction

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

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

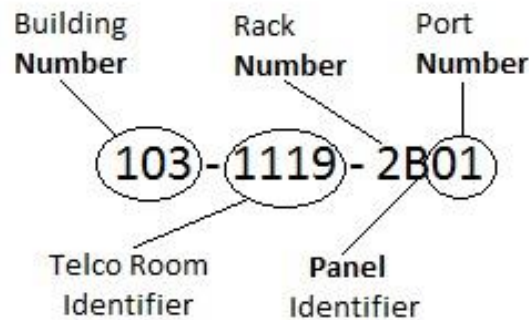
B. Particulars of the Standard

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

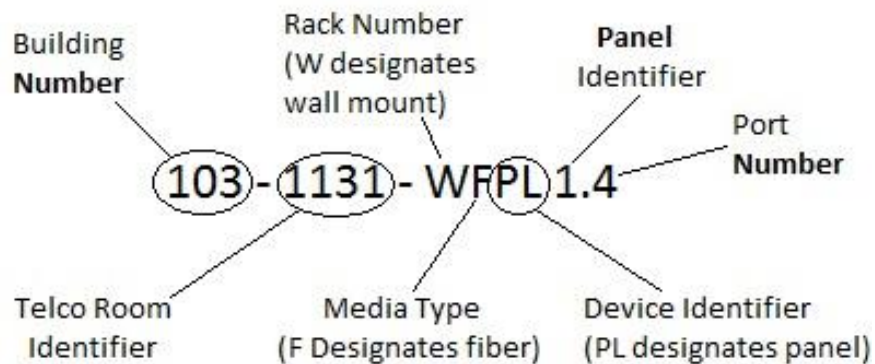
Label Target	Example	Explanation
Building	103	Port of Oakland building number
Telecommunications Room	1119	1 st digit signifies floor (1 st Floor Room)
Telecommunications Room	2092	1 st digit signifies floor (2 nd Floor Room)
Port Number	15	Designates port number 15
Communication Panel	A	Designates Panel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

C. Reading a Name

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



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



Bid No.: 19-20/12 – OAK Fiber Optic Cable Installation















Existing fiber in SS1. The new enclosure will be installed on the same metal wall.



Conduits entering SS1. Fiber enclosure will be mounted on the left wall. (Point 1 on the aerial photo)



Conduits entering SS1 (Point 1 on the aerial image)