

REQUEST FOR PROPOSAL

for

Airport Security Systems Maintenance and Upgrades

21-22/02



PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

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

Proposal Information

| | |
|---------------------------------------|--|
| Proposal Title | Airport Security Systems Maintenance and Upgrades |
| Proposal Type | Services |
| Proposal Number | 21-22/02 |
| Proposal Issued | September 14, 2021 |
| Department Requesting Services | Aviation Security Department |
| Mandatory Pre-proposal Meeting | October 7, 2021, at 9:00 a.m. (Pacific Time) Oakland International Airport (OAK) 1 Airport Drive, Oakland, CA 94621 (Terminal 1, 2 nd Floor, Airport Offices) Room: Muir Woods Conference |
| Scheduled Publication Date | September 17, 2021 (Oakland Tribune) |
| Proposal Due Date | November 5, 2021, until 11:00 a.m. |

Instructions for Submitting Proposals

| | |
|--|---|
| Submittal Address | Port of Oakland Purchasing Department Attn: Nickulaus Sioson 530 Water Street Oakland, CA 94607 |
| Submittal Copies | One (1) Original copy clearly marked "Original" and four (4) Copies marked "Copy" and an electronic file of the Proposal shall be submitted (with the hard copies) as a single file in Adobe portable document format (pdf) contained on a single USB flash drive or CD-ROM. |
| Submittal Envelope Requirements | Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none">• Proposal Number• Name of Your Company• Address• Phone Number |
| Late Submittals | Proposals received after the time and date stated above shall be returned unopened to the Respondent. |

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

| Location | Address |
|----------|--|
| Physical | N/A Please call Nickulaus Sioson at (510) 627-1140 or email nsioson@portoakland.com for any issues downloading RFP document from the Port website or to request an email copy. |
| Website | http://www.portofoakland.com/business/bids-rfps/ Or navigate to the Port of Oakland's main website at: http://www.portofoakland.com/ , then click on "Bids/RFPs" from the banner on the top of the page, and then scroll down to download the RFP. |

Questions about the Proposal

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

| | |
|-----------------------|--|
| Primary Contact | Nickulaus Sioson Email: nsioson@portokaland.com |
| Question/RFI Due Date | October 13, 2021 until 4:00 p.m. Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below. |
| Response Date | October 22, 2021 All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective proposers and placed on the Port's website. Proposers who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain Proposal Documents" section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form. |

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

Full Opportunity

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

It is the policy of the Port of Oakland to encourage and facilitate full and equitable opportunities for small local businesses to participate in its contracts for the provision of goods and services. It is further the Port's policy that no discrimination shall be permitted in small local business participation in Port contracts or in the subcontracting of Port contracts. The successful Respondent shall comply with the Port's non-discrimination policy.

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

John Banisadr,
Port Purchasing Manager

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Attachments:

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

| Title | | Must Be Returned with Proposal |
|-------|--|---|
| 8 | Statement of Living Wage Requirements | Yes |
| 9 | Supplier Insurance Requirements | No |
| 10 | Insurance Acknowledgement Statement | Yes |
| 11 | Standard Professional Services Agreement | No (Note: If awarded the contract, the successful Respondent will execute a revised version of the Port's standard Professional Services Agreement, which will be consistent with the provisions of this RFP.) |
| 12 | Design Narrative (II.A Section 2 – Upgrade Projects) | No |
| 13 | Design Criteria Drawings (II.A Section 2 – Upgrade Projects, Part 3) | No |
| 14 | IT Conduit and Cable Standards | No |
| 15 | Preventative Maintenance Requirements (Checklist) | No |
| 16 | IT Network Labeling Standards | No |
| 17 | Maintenance Bond | No |

I. Project Overview

The Port of Oakland is soliciting proposals from qualified firms (systems integrators) to provide Oakland International Airport with professional services for the ongoing maintenance of and upgrades to the Airport's Physical Access Control System (PACS), Video Surveillance Systems (VSS), and related security systems (collectively the Airport Security Systems as further defined below). In order to be considered, proposers must meet the minimum qualification set forth in this RFP.

The selected firm will perform ongoing preventative maintenance on the Airport Security Systems, as well as respond to the Airport on a 24/7 basis for emergency repair. Services generally consist of furnishing all labor, materials, appliances, tools, equipment, vehicles, technical expertise, certifications, and supervision required to perform preventative maintenance, testing, troubleshooting, repair / replacement (as necessary), and upgrades of / to Airport Security Systems. The selected firm will also maintain an on-site spare parts inventory for all Airport Security Systems

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 one of the top ten busiest container ports in the U.S.; Oakland International Airport is the second largest San Francisco Bay Area airport offering over 150 daily passenger and cargo airline 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 73,000 jobs in the region and over 827,000 jobs across the United States. The Port is an independent department of the City of Oakland.

About the Oakland International Airport

Oakland International Airport is designated a medium hub airport by the Federal Aviation Administration (FAA) and a Category 1¹ airport by the Transportation Security Administration (TSA). The Port operates the Airport and is responsible for ensuring the safety and security of airline passengers and employees that work at the Airport. The Airport is highly regulated by the TSA. Airport Security Systems play a central role in ensuring passenger / employee safety and security as well as compliance with TSA regulations. Therefore, it is essential that the selected firm work diligently with the Port to maintain Airport Security Systems at the highest possible level, meeting or exceeding (where possible) industry standards. The selected firm must have demonstrated throughout this RFP process a deep understanding of the criticality of Airport Security Systems and that failures could have catastrophic consequences, affecting safety, security, and day-to-day operations of the Airport.

About Airport Security Systems

Airport Security Systems are located throughout the Airport's 2,600-acre campus (both North Field and South Field) and generally consist of the following types of systems. For general information about these types of systems at an airport, see RTCA, Inc. "Standards for Airport Security Access Control Systems," DO-230K June 17, 2021 (or latest version thereof). Also see RFP II.A, Section 1, Part 2 (Products), including 1.2.3 through 1.2.8.

- Credentialing (part of Physical Access Control System)
 - Badge printers (ID Badging Office): HID Fargo HDP5000 / HDP6600 / Connect
 - HID iCLASS Seos badges, Corporate 1000 (with proximity)
- Physical Access Control System (PACS)
 - CCURE 9000 Version 2.8
 - everRun Extend (Arcserve Continuous Availability)

¹ An airport regularly serving operations of an aircraft operator or foreign air carrier pursuant to 49 CFR § 1544.101(a)(1) or 49 CFR § 1546.101(a) and the number of annual enplanements is 1.25 million or more.

- Business Intelligence Reporting Suite (BIRS)
- Perimeter Intrusion Detection System (PIDS)
 - SpotterRF
- Video Surveillance System (VSS)
 - Milestone Corporate XProtect 2020 R2
 - Storage Area Network, provided and maintained by the Port (not a part of this RFP)
 - AXIS fixed and PTZ cameras
 - Various analog cameras (via Axis encoders)
 - BriefCam
 - Agent Vi innoVi
- Security Operations Center (SOC)
 - Video walls in Airport Operations Center (AOC) and Airport Emergency Operations Center (AEOC), which serves as back-up AOC: RGB Spectrum (to be replaced as part of future project)
 - AOC: 6 screens wide x 2 screens tall matrix
 - AEOC: 3 screens wide x 2 screens tall matrix
- Integration
 - CCURE 9000 & Milestone
 - CCURE 9000 & AmberBox Gunshot Detection
 - Milestone & SpotterRF
 - Milestone & BriefCam
 - Milestone & Agent Vi
 - Milestone & RGB Spectrum
- Communications / Networking
 - Wired and wireless (licensed and unlicensed microwave) security network provided and maintained by the Port (not a part of this RFP, except as noted below)

Minimum Qualifications

Firms must satisfy the minimum requirements specified below. Proposals that do not meet or exceed the minimum requirements shall be deemed non-responsive and will not be considered. Firms and key personnel must be able to demonstrate a minimum of 5 years of direct experience maintaining and installing / upgrading Physical Access Control Systems (PARCs) and Video Surveillance Systems (VSSs) at other facilities of similar size, complexity, and criticality as those installed at the Airport. Firms and subcontractors (if any) must provide evidence of qualifications / certifications as described in Section IV of this RFP.

Firm (Local / Proposed Branch)

- Software House Enterprise Partner
- Milestone Channel Partner – Platinum
- Ability to procure product, licensing for, and provide technical support on the following products:
 - Axis cameras and encoders
 - HID Fargo HDP5000 / HDP6600 badge printers and HID Fargo Connect
 - HID iCLASS Seos badges, Corporate 1000 (with proximity)
- Ability to procure licensing for and provide technical support on the following products within 6 months of the start of the contract (or sooner) or through subcontracting, as described in more detail below:
 - BriefCam
 - Agent Vi innoVi
 - RGB Spectrum (or replacement)
 - SpotterRF

Firm's Assigned Technicians

- Software House CCURE 9000 Advanced Integrator (or equivalent to highest level of certification)
- Milestone Certified Integration Technician (or equivalent to highest level of certification)
- At the start of the contract (preferred) or within 9 months of the start of the contract, at least one of the contractor's assigned technicians (must be one assigned to be on-site; see 1.3.1) must achieve "master technician" status or certification (or equivalent) from at least Software House and Milestone, as available from the software manufacturer, to allow the technician (Contractor) to bypass the software manufacturer's level 1 and 2 technical support and get prompt assistance from a level 3 technician / engineer
- Must be eligible for and obtain an Airport-issued Security Identification Display Area (SIDA) badge, including passing a fingerprint-based Criminal History Records Check and TSA Security Threat Assessment
- Must be eligible for and obtain a Customs and Border Protection (CBP)-authorized customs seal (Contractor will coordinate directly with CBP and Port for approval of seals, including submitting any paperwork and bond required by CBP)
- Must have a valid California Driver License and pass Airport-administered driving exam to drive on the ramp (non-movement area of the Airport)

Subcontracting

The selected firm will not be permitted to subcontract any maintenance or installation / upgrade work related to CCURE 9000 or Milestone software / programming / integration unless otherwise approved on a case-by-case basis by the Aviation Security Manager. However, firms may propose to subcontract work on the following Airport Security Systems:

- BriefCam
- Agent Vi innoVi
- RGB Spectrum
- SpotterRF (Journeyman-Level Certification required for all technicians)
- Specialized door and lock systems

Firms may also propose to subcontract the following types of work (more fully described below in Section II, Scope of Services):

- Routine camera cleaning
- Routine preventative maintenance checks on PACS doors / gates (not to include controllers)
- AutoCAD / drafting related to record drawings

The selected firm shall be responsible for overseeing, directing, supervising, and conducting QA/QC checks on all work performed by subcontractors, if any. The Port's point-of-contact and direction will be with, to, and through the selected firm (not directly with subcontractors, if any). The selected firm shall be responsible for ensuring that subcontractors meet or exceed any software/hardware manufacturer certification and/or licensing requirements.

All subcontractors proposed for any of the work described above must be noted in firm's proposal as more fully described in Section IV of this RFP. Any proposed subcontractors and technicians working for subcontractors must possess all required licenses and certifications (as specified and/or recommended by the software / hardware manufacturer) at the start of the contract with the Port. All subcontractor employees must meet the same driver license, badge, and customs seal requirements as the Firm's assigned technicians.

In all cases, the selected firm and any subcontractors are expected to maintain excellent professional relationships with key leaders and representatives at all Airport Security Systems software manufacturers to ensure the selected firm and Port receive the highest level of service and technical support as needed and in accordance with applicable licensing, warranty, and software support agreements.. Firms may be requested to provide examples or evidence of these relationships during this competitive selection process.

II. Scope of Services

This RFP contains information, references, and instructions for proposers to understand the major components of the Airport Security Systems and the Port's expectation of responsibilities. The Description of Services is divided into two sections: Security Systems Maintenance and Upgrade Projects. Security Systems Maintenance will be an ongoing responsibility of the selected firm, including 24/7 emergency response for repairs on all Airport Security Systems as needed. Proposers must also propose on and be capable of performing all of the work described in the Upgrade Projects section of the RFP; however, the Port may decide to pursue all, some, or none of the Upgrade Projects at its sole discretion, and may choose to implement them at any time during the contract period. Proposers who are unable to perform the requested Upgrade Projects work or do not respond to it in the RFP will be deemed nonresponsive and proposal not considered.

A. Description of Services

Section 1 – Security Systems Maintenance

Part 1: General Requirements

1.1.1 Initial Airport Security Systems Audit / Testing

Upon commencing services at the Airport, Contractor shall review (1) all available documentation and maintenance records, including record drawings and records available electronically within Airport Security System applications, and assess (2) the condition (including cleanliness and adherence to cabling / labeling standards), functionality, and cybersecurity of all elements of and devices on all Airport Security Systems. Contractor shall complete the review / assessment within 90 days from the start of the contract and document the following items in a report to the Port:

- Quantity of elements / devices by type for all Airport Security Systems
- Software and firmware versions
- Password configurations / settings
- Operational deficiencies including cleanliness and lack of adherence to cabling / labeling standards
- Deficiencies in record drawings

The report will serve as the verified starting point for the contract. Any items / elements of / devices on Airport Security Systems not identified in the report will be assumed to be in good / adequate condition and functional. Contractor shall provide a detailed line item proposal (including pricing) to correct (e.g., repair or replace) each item / element / device identified as deficient. To address record drawing deficiencies, Contractor shall include lump sum pricing on the Proposal Worksheet for 120 hours of AutoCAD operator time, including all required supervision / management / oversight. Contractor shall identify in report if updates to record drawings to address deficiencies will exceed these 120 hours and if so, provide a line item price to complete the updates so record drawings are up-to-date. The Port may select any or all line items to be corrected and will pay the Contractor according to the line item price specified in the Contractor's report or as otherwise negotiated with the Contractor. The Port reserves the right to pay for the repair or replacement based on pricing described in 1.1.9 and at hourly rates shown on Contractor's Proposal Worksheet.

Additionally, for the CCURE 9000 and Milestone systems, Contractor shall have an engineer from the manufacturer (Software House and Milestone respectively) perform a comprehensive audit of each system (including integrations between the two systems), including at least the following metrics:

- Cybersecurity settings and vulnerabilities (server and application)
- Operator permissions settings and vulnerabilities
- Firmware and patch updates
- Configurations aligned with industry best-practices
- System backups
- System performance and optimization
- Identification of threats or risk to Port

Contractor shall work with the Port IT Department to allow secure / supervised remote access to these systems for the manufacturer's engineer.

1.1.2 Service Call Dispatching and Tracking System

Contractor shall provide an integrated on-line (e.g., web-based) and telephonic service call dispatching and tracking system and train Port staff on use of the Contractor's system. The Contractor's dispatching and tracking system should be able to capture at least the data required to be reported in the Contractor's Monthly Report to the Port (see 1.1.3).

Notwithstanding the Contractor's service call dispatching and tracking system, one member of the Contractor's senior leadership team (e.g., on-site technician's manager or Contractor's regional manager / local office manager) must be available to Port management via telephone and email on a 24/7/365 basis (can rotate to accommodate vacation schedules, workloads, etc., as long as Port staff is aware of which member of the Contractor's leadership team is "on call").

1.1.3 Monthly Report

Contractor shall submit a monthly report to the Port with every invoice. The monthly report shall summarize all key activities during the month being invoiced. The monthly report shall cover at least the following topics:

- Summary of each service call for the month of related invoice
 - Brief description of incident including location and resolution / outcome
 - Name of technician that responded
 - Time Contractor received call from Port
 - Time Contractor's technician arrived on-site
 - Total time technician spent on repair
 - Type of time (straight v. premium)
 - Spare parts used
- Spare parts used
- Spare parts ordered
- Software updates / upgrades performed
- Anticipated software updates / upgrades (see 1.3.5)
- Attach inspection logs for preventative maintenance performed during the month (see 1.3.3)
- Status of any upgrade work authorized by the Port (see Section 2)
- Recommendations

1.1.4 IT Infrastructure

The Port is responsible for providing and managing all IT infrastructure, including communications / networking and servers / operating systems for Airport Security Systems. Contractor is responsible for all Airport Security Systems applications. Contractor is responsible for closely coordinating with Port IT Department.

1.1.5 On-Site Office / Workshop / Storage

The Port will provide secured office space at the Airport for Contractor's on-site office and workshop / spare parts storage, with access 24 hours per day, 7 days per week, including holidays, for the duration of the contract. The assigned space and all utilities, except telephone services, will be provided at no cost to the Contractor. The Port will provide the Contractor with keys necessary to access the assigned space, and the Port may access it at any time and for any reason.

1.1.6 Communications

Contractor shall furnish all technicians assigned to perform services under this contract with a cellular / mobile smart telephone and "air card" for contractor-supplied laptops (for high-speed internet connectivity).

Contractor shall furnish all technicians assigned to perform services under this contract with a digital Command Radio programmed to communicate on designated Port of Oakland UHF frequencies at the Airport. The Port will provide the Contractor with the required UHF frequencies for programming.

The Port will provide Contractor with wired "hotel" (unsecured) internet access in the on-site assigned space for Contractor's own computer access / office needs. Contractor will be responsible for securing "hotel" internet connection as it sees fit.

The Port will provide Port-owned computers for use by Contractor for access to Airport Security Systems. Contractor may not use its own computers to access Airport Security Systems without prior approval of Port IT Department.

1.1.7 Weekly Meeting with Port

Contractor shall attend a 1-1.5 hr. on-site meeting with the Port on a weekly basis (during normal business hours) to review status of all Airport Security Systems, including number of alarms by door, camera outages, status of any repairs, planning for software upgrades, status of upcoming and on-going upgrades, etc. The Contractor's on-site technicians (see 1.3.1) shall attend this meeting, along with the on-site technicians' manager. Further, if there are any upgrade projects planned or on-going, the Contractor's assigned project manager(s) must also attend the weekly meeting with the Port. The Contractor's regional manager / local office manager shall attend the weekly meeting at least once per month.

1.1.8 Invoicing

Contractor shall submit accurate invoices to the Port on a monthly basis due no later than 30 days after the end of each calendar month. Invoices shall include recurring monthly charges (e.g., for on-site technicians) as well charges for upgrade projects completed to the Port's satisfaction in that month. Inaccurate invoices, late invoices, or incomplete invoices will result in the application of administrative fees (see 1.3.7).

1.1.9 Contractor Pricing on Parts / Materials, Tax, Shipping & Handling Costs, and Rentals

Contractor must charge the Port as follows:

- Parts and materials: Contractor's direct purchase price + maximum of 15% of the purchase price (Contractor shall provide reasonable proof of its purchase price for a part / material acceptable to the Port)
- Shipping & handling (including delivery of parts/materials to Airport): Contractor's shipping & handling charges to the Port shall not exceed 10% of Contractor's direct purchase price for a part / material, unless otherwise approved by the Port in writing
- Current sales tax for California / Oakland, as applicable, shall be applied on Contractor's purchase price for part / material plus markup plus shipping & handling
- For large trucks, cranes, pumps, personnel lifts, and other special equipment furnished by Contractor, as directed by the Port: approved rental rate + 10% (no operator) or approved rental rate + 15% (with operator) (approved rental rate for equipment shall be lowest of current rental rate for equipment, California Department of Transportation (Caltrans) rate, or Contractor's own equipment rental rate).

Port will not pay shipping / handling / delivery costs on any software Contractor is able to download from manufacturer or otherwise receive electronically (e.g., email).

Port reserves right to furnish parts / materials to be used under this contract. No mark-up of any kind will be allowed on parts / materials furnished by the Port.

1.1.10 Contractor Technician Background Investigations

Contractor shall conduct thorough and complete background / suitability investigations for all technicians Contractor assigns to this contract prior to any on-site work by the technician and on an on-going basis (continuous or periodic). Contractor shall disclose the full nature, type, depth, and frequency of background / suitability investigations conducted by the Contractor. Port reserves the right to conduct its own background investigations on all technicians Contractor assigns to this contract, including those required to obtain a badge at the Airport as well as by Airport law enforcement.

1.1.11 Maintenance Bond

Contractor shall provide Maintenance Bond based on pricing on the Proposal Worksheet. The Maintenance Bond shall be in the amount of 50% of the sum of the following Line Items from the Proposal Worksheet:

Section 1

- Line 1 x 5 (years for base contract)
- Line 2
- Line 3
- Line 4 x 12 (months per year) x 5 (years for base contract)
- Line 5 x 12 (months per year) x 5 (years for base contract)
- Line 6 x 12 (months per year) x 5 (years for base contract)
- Line 7 x 200 (assumed hours per year) x 5 (years for base contract)
- Line 8 x 200 (assumed hours per year) x 5 (years for base contract)

Section 2

- Line 1
- Line 2
- Line 3

The sample Maintenance Bond form is shown in Attachment 17.

1.1.12 Health and Safety

Contractor shall take all measures necessary to ensure the health and safety of all Port employees, persons at the Airport, Port tenants, and surrounding community. Additionally, at the Port's request, Contractor shall verify the COVID-19 vaccination status of all Port-assigned technicians and any other staff that work on-site at the Airport or any other Port facility.

Part 2: Products

1.2.1 On-Site Spare Parts and Management

At the start of the contract, the Port will turn over to Contractor existing inventory of spare parts (new and refurbished). Contractor shall manage the spare parts inventory for all Airport Security Systems. Contractor shall provide sufficient spare parts (on-site) to repair all system failures within 12 hours. Within 72 hours of the start of the contract, Contractor shall review the Port-provided spare parts inventory and notify the Port of any additional parts that must be ordered to meet Contractor's 12-hr. repair requirement. If a spare part is used, a replacement must be ordered within 24 hours. If delivery of the replacement part is more than 14 calendar days from the date of order, Contractor shall notify the Port. If a part is no longer in production, an equivalent in-production model recommendation will be provided for approval by the Aviation Security Manager.

All spare parts shall be stored in Contractor's on-site office or other space approved by the Port.

1.2.2 Lock Hardware

Contractor's work includes maintenance, repair, replacement, and/or upgrade of electric door hardware as necessary, including delayed egress hardware. Contractor's work does not include maintenance, repair, replacement, and/or upgrade of doors, door jams / frames, door handles, and crash bars, which is the responsibility of the Port.

1.2.3 Credentialing Equipment (part of Physical Access Control System)

- HID Fargo HDP5000 badge printers (existing) 6
- HID Fargo HDP6600 badge printers (planned) 6
- HID Fargo Connect (planned)

1.2.4 Physical Access Control System (PACS) Equipment

- CCURE 9000 Version 2.80 SP6, Model Series S
- Business Intelligence Reporting Suite (BIRS), Version 2.71
- Controllers
 - iStar Pro..... 55
 - iStar Edge 6
 - iStar Ultra 8
- Card Readers
 - SWH RM2-PH 275
 - HID 92INSNNEK2S02B 51
 - SWH 4200 242
 - SWH RM2L-SE 43
- Doors / gates 425
- Laser curtain (Optex RLS-2020i) 2
- Wired duress buttons (Honeywell 270R)..... 59
- Wireless duress buttons (Inovonics EN1233S) 20

1.2.5 Perimeter Intrusion Detection System (PIDS)

- SpotterRF NIO-Sv3 (virtual) 4
- SpotterRF Radar Panel
 - C1050B 1
 - C20D 7
 - C550B-EXT 2
 - C550C-EXT 1
 - CK2-CE 1

1.2.6 Video Surveillance System (VSS) Equipment

- Milestone XProtect 2020 R2
- BriefCam 5.6.2 (6.1 planned)
- Agent Vi innoVi (planned)
- Digital Cameras
 - Arecont fixed 4
 - Axis F34/44 sensors 9
 - Axis 360 single sensor 3
 - Axis 360 quad sensor 42
 - Axis 180 multi sensor 40
 - Axis fixed 175
 - Axis LPR 5
 - Axis PTZ 50
 - Axis F34/44 units 5
- Encoders
 - Axis 16 channel 43
 - Axis 6 channel 1
 - Axis 4 channel 4

- Axis 1 channel3
- Analog Cameras
 - Fixed (various manufacturers) 99
 - PTZ (various manufacturers)31
- Axis IP over coaxial cable 6
- Ethernet extenders 4

1.2.7 Security Operations Center (SOC)

- RGB Spectrum MCMS Version 3.2.1.0
- RGB Spectrum Display Processor Models: OmniWall 16 and 32

1.2.8 Communications / Networking

- Contractor responsible for all low-voltage cabling between designated security network switch port and Airport Security System device (e.g., controller, camera, radar panel, etc.), including patch cords between the network switch port and patch panel
- Contractor responsible for all low voltage cabling between PACS controllers and card readers and any other field device, such as door position switch, request to exit device, etc.
- Contractor is required to follow all cabling and labeling standards established by the Port, including IT Network Labeling Standards in Attachment 16
- Contractor may be required to install metal conduit for low voltage cabling to support Airport Security Systems (only). The Port's IT Conduit and Cable Standards are contained in Attachment 14 (as applicable). Contractor shall not install any buried conduit as part of this contract (not all sections of Attachment 14 apply to this contract).

1.2.9 Warranty

Contractor shall provide a 1-year warranty on all new and replacement parts / materials / software (supplied by Contractor or from on-site inventory) and all related workmanship, including programming, starting from the date of written acceptance by the Port.

Contractor shall also be responsible for administering manufacturer factory warranty and repair process for all parts covered under warranty.

Part 3: Execution

1.3.1 On-Site and On-Call Technicians

Contractor shall provide two full-time, on-site, highly trained technicians to perform preventative maintenance services. Contractor shall also provide a crew (pool) of highly trained technicians for on-call services (service calls) for repair. The crew providing on-call services shall not include the same on-site technicians assigned to perform preventative maintenance services. If an on-site technician is utilized for upgrade work (described in Section 2), a fully qualified technician shall be on-site to assume his/her normal (preventative maintenance) duties. The full-time, on-site technicians and on-call repair crew shall meet all experience and certification requirements specified in the minimum qualifications.

Repairs will generally be done via service call, scheduled in advance if possible (i.e., if not urgent). Should an emergency arise (e.g., urgent or critical repair), the Port and Contractor will work together to use on-site technicians to resolve the emergency / incident. Generally, the Port may direct, at its sole discretion, one of the two technicians to conduct repair work for up to 16 hrs. per incident / emergency. If an urgent repair is anticipated to take longer than 16 hrs., a service call will be initiated. The Port, in consultation with the Contractor, may extend this time beyond 16 hrs. or use both on-site technicians for urgent needs and/or repair of critical systems as determined by the Port.

The full-time, on-site technicians must be on-site at the Airport Monday through Friday, except Contractor-observed holidays. Contractor shall provide Port with a list of Contractor-observed

holidays. One technician will work 6:00 AM to 3:00 PM and the other technician will work 10:00 AM to 7:00 PM, unless otherwise approved by the Aviation Security Manager. Contractor shall be responsible for complying with all labor and safety laws, regulations, etc. governing breaks, lunch, etc.

When a full-time, on-site technician is absent (e.g., vacation, sick leave, doctor appointment, etc.), contractor shall provide a properly qualified / certified "fill in" technician from the crew. For short-notice absences (e.g., sick leave) where a "fill in" technician is not available for the full day, contractor may credit those hours to the Port for use on future service calls. Contractor shall maintain running total of credit hours owed to Port.

When the Port initiates a service call, Contractor shall bill at hourly rates shown in the Proposal Worksheet. Straight-time rates shall apply 8:00 AM to 5:00 PM, Monday through Friday, excluding Contractor-observed holidays. Premium rates shall apply from 5:00 PM to 8:00 AM, Monday through Friday and all-day Saturday, Sunday, and Contractor-observed holidays. The Contractor may bill the Port for the technician's actual time spent on-site at the Airport affecting repair(s) on an Airport Security System, starting from when he/she arrives at the Airport ready to initiate repairs until he/she completes the repair and leaves the Airport. The Port will not reimburse the Contractor for the technician's time traveling to/from the Airport, and the Port will also not reimburse the Contractor for any "minimum times" that may be greater than technician's actual time spent on-site at the Airport.

1.3.2 Service Call Response Times

A qualified technician (properly certified, with knowledge of the Airport and affected Airport Security System, and badged) shall respond 24 hours per day, 7 days per week, including holidays, within the following timeframes:

- Telephone call-back: 30 min.
- On-site: 2 hrs.

The 30-min. telephone call-back begins from the time the Port initiates the call to the Contractor and continues until the qualified technician returns the call to the Port's requestor (usually a member of the Aviation Security team or Airport Operations). The 2-hr. response time begins from the time the Port initiates the call to the Contractor and continues until a qualified technician, with all applicable tools and equipment, arrives at the designated repair location at the Airport.

1.3.3 Preventative Maintenance

The Contractor is required to perform all necessary preventative maintenance to ensure safe, secure, and reliable operations of all Airport Security Systems. All Airport Security Systems shall be maintained in accordance with original equipment / manufacturer recommendations. Preventative maintenance work shall be performed on a continual basis during technicians' normal working hours.

Contractor shall regularly and systematically examine, lubricate, adjust, clean, and otherwise maintain all Airport Security Systems. Preventative maintenance requirements for credentialing equipment (badge printers), PACS equipment (doors / gates and controllers), and VSS equipment (cameras) are further defined in Attachment 15. Preventative maintenance shall also include performing routine, frequent backups and/or confirming automated backups of software, databases, configuration files, analytics rules, etc. occurred in coordination with Aviation Security Dept. and Port IT Dept.

Contractor's technician may make minor repairs to Airport Security Systems while conducting preventative maintenance activities if repair is estimated to take less than 30 min. to implement with parts on-hand. Contractor shall promptly notify the Port if repairs are anticipated to take longer than 30 min. or for which parts must be ordered.

Within 60 days of the start of the contract, Contractor, in consultation with the Port, will develop complete and accurate electronic inspection logs to be used by Contractor's technicians in performing preventative maintenance activities (e.g., iPad checklists / e-logs with GPS or similar, barcode systems). Electronic inspection logs will list all elements of all Airport Security Systems subject to

preventative maintenance activities. Inspection logs will in general include the following elements and preventative maintenance / inspection intervals:

- Credentialing (part of Physical Access Control System)

| Badge Printer | Required Interval | Date | Action(s) | Assigned Technician |
|---------------|-------------------|------|-----------|---------------------|
| | Monthly | | | |

- Physical Access Control System (PACS)

| Door / Gate Number | Location | Description / Type | Controller | Required Interval | Date | Action(s) | Assigned Technician |
|--------------------|----------|--------------------|------------|-------------------|------|-----------|---------------------|
| | | | | Semi-annual | | | |

| Controller Number / Name | Location | Description / Type | Required Interval | Date | Action(s) | Assigned Technician |
|--------------------------|----------|--------------------|-------------------|------|-----------|---------------------|
| | | | Semi-annual | | | |

- Perimeter Intrusion Detection System (PIDS)

| Radar Panel | Location | Description / Model | Required Interval | Date | Action(s) | Assigned Technician |
|-------------|----------|---------------------|-------------------|------|-----------|---------------------|
| | | | Semi-annual | | | |

- Video Surveillance System (VSS)

| Camera Number | Location | Model | Type (Fixed / PTZ) | Controller | Required Interval | Date | Action(s) | Assigned Technician |
|---------------|----------|-------|--------------------|------------|-------------------|------|-----------|---------------------|
| | | | | | Quarterly | | | |

In addition to quarterly camera inspection / cleaning in the field, Contractor shall perform an operational check of every camera in Milestone (i.e., live streams are viewable and providing clear images in the Milestone (consistent with the type of camera and its settings), camera is recording in Milestone in accordance with Port specified settings (e.g., continuous recording, proper frames per second and resolution, etc.), and PTZ cameras are able to be panned, tilted, and zoomed) on a weekly basis and report any inoperable cameras to the Port at the weekly meeting (see 1.1.7). In general, the Contractor must troubleshoot and repair (or replace if needed) any inoperable cameras prior to the next weekly meeting with the Port using the on-site technicians and available spare parts in accordance with the requirements in 1.3.1. Contractor shall promptly notify Port of any impediments to repairing (or replacing if needed) any camera prior to the next weekly meeting with the Port (e.g., camera needs to be sent to factory for repair, replacement camera backordered, camera needs to be re-cabled, personnel lift is required to access camera, etc.) and identify a plan / timeline for the repair (or replacement). For cameras in critical locations (e.g., high risk doors, TSA security checkpoints, etc.), the Port reserves the right to initiate a service call with Contractor for immediate repair / replacement (if necessary) in accordance with 1.3.2.

- Security Operations Center (SOC)

| | | | Required Interval | Date | Action(s) | Assigned Technician |
|--|--|--|-------------------|------|-----------|---------------------|
| | | | Quarterly | | | |

- Integration

Contractor shall test all integrations (hardware or software-based), including camera call-ups (i.e., alarm triggers in CCURE 9000 call-up programmed cameras in Milestone and on RGB Spectrum OmniWall) and radar and/or video-based alarms triggering programmed events in CCURE 9000.

| | | | | | | |
|--|--|--|-------------------|------|-----------|---------------------|
| | | | Required Interval | Date | Action(s) | Assigned Technician |
| | | | Semi-annual | | | |

Contractor shall in all instances monitor and conduct preventative maintenance as recommended by the manufacturer on all Airport Security Systems applications running on Port servers and workstations.

The required interval for preventative maintenance described above is a minimum and does not relieve the Contractor from its responsibilities to perform all necessary preventative maintenance to ensure safe, secure, and reliable operations of all Airport Security Systems and maintain all Airport Security Systems in a "like new" manner and in accordance with original equipment / manufacturer recommendations and industry standards.

On a scheduled or emergency basis, the Port IT Department will from time-to-time need to reboot, shut-down and restart, and/or upgrade servers and workstations that Airport Security Systems are running on (e.g., Operating System updates, patches, etc.). As part of preventative maintenance services, Contractor shall coordinate with and support the Port IT Department, as needed, with these as server / workstation / OS maintenance activities as it relates to Airport Security Systems applications only (e.g., restarting Airport Security Systems application services).

Contractor shall be responsible for any costs incurred to repair any portion of any Airport Security System resulting from Contractor's failure to adequately maintain Airport Security Systems.

1.3.4 Maximum Time to Repair Critical Airport Security Systems

The following elements of Airport System Systems are critical and must maintain full-time operation:

- Badging systems
- Systems with PACS software installed
- All PACS card readers
- All PACS alarm contacts
- All PACS controllers
- All power supplies and batteries
- All cabling between switch and PACS device (e.g., controller)
- All cabling between PACS controllers and devices (e.g., card readers, door position switches, etc.)
- Systems with VSS software installed
- Certain VSS cameras

Critical elements of Airport Security Systems shall be repaired or replaced and restored to full online operation as soon as possible and in no event longer than 12 hrs. from the time Contractor's technician responds on-site for a service call. Failure to repair critical elements of Airport Security Systems within the required timeframe may result in liquidated damages (see 1.3.6).

1.3.5 Software Updates / Upgrades

Contractor shall have its subject matter experts on each Airport Security System provide Port with monthly updates on software patches / upgrades and recommendations for timely implementation, including new feature sets and status / compatibility of required integrations.

Contractor shall perform the following services as directed by the Port in consultation with Contractor:

- Perform all software updates / upgrades on all Airport Security Systems applications (server and workstations), including version upgrades, required integrations with other software, patches, service packs, fixes, etc.
- Prepare written software update / upgrade plan
- Coordinate all software updates / upgrades with Port IT and Aviation Security
- Confirm all Airport Security Systems are fully operational (including required integrations) following software updates / upgrades
- Provide and install all new BIRS reports provided by Software House
- Perform all firmware upgrades on Airport Security System elements (e.g., controllers, card readers, cameras, etc.)

Contractor shall assume all software updates / upgrades will occur overnight (outside normal business hours), unless otherwise approved by the Port. Contractor shall assume major version updates (excluding service packs and patches) would occur no more than four times per year.

Contractor shall include all costs for providing software updates / upgrades described above in its preventative maintenance costs (see Attachment 4, Proposal Worksheet). If Contractor requires and Port agrees that remote or on-site professional support from a software manufacturer engineer (e.g., Software House) is required for a software update / upgrade or related integration, Port will reimburse Contractor (at cost without any markup) for professional services provided by software manufacturer.

1.3.6 Liquidated Damages

If a fully qualified technician or crew with all applicable tools and equipment does not arrive on-site ready to perform work within the response time specified in 1.3.2, unless otherwise directed by the Port, liquidated damages for Port expenses and loss of use will be assessed in the amount of \$1,000 for each hour or portion thereof that expires after 1 hour after the time the technician is expected to be on-site ready to commence repairs.

If the Contractor's senior leadership team member fails to be available to Port management via telephone on a 24/7 basis as specified in 1.1.2, liquidated damages for Port expenses and loss of use will be assessed at \$250 per 30 minutes or portion thereof, if senior leader does not immediately answer the telephone or return the Port's call within 60 minutes of Port management's initial telephone call.

If Contractor fails to repair or replace and restore to full online operation critical elements of Airport Security Systems within the maximum 12-hr. repair window (from the time the Contractor's technician / crew arrives on-site in response to a service call by the Port), liquidated damages for Port expenses and loss of use will be assessed at \$250 for each hour or portion thereof that expires after the time the 12-hr. repair window ends until full online operation of critical elements of Airport Security Systems is restored.

Liquidated damages will be assessed cumulatively.

Liquidated damages shall not extend to or cover damages resulting from other breaches of this contract or non-referenced costs, property damage, interferences or disruptions, if any.

1.3.7 Administrative Fees

The Contractor and the Port agree that certain aspects of the Contractor's performance are essential to the smooth functioning of the Airport and Port operations and that the Contractor's failure to perform these activities will result in administrative and monitoring expenses for the Port. Contractor agrees that the Administrative Fees listed herein are reasonable and shall be charged to the Contractor through a deduction on the latest monthly invoice in the amount owed to the Contractor.

The Port shall assess Administrative Fees for each instance of the Contractor's failure to perform for the administrative items described below. The Director of Aviation, at his or her sole discretion, may elect to waive an assessment for a violation. The Director of Aviation shall provide Contractor written notice of each violation and of the applicable Administrative Fee with reasonable promptness after receiving actual notice that a violation of the Agreement has occurred for which an Administrative Fee may be charged to the Contractor.

- Late invoice and monthly report: \$500 per week or portion thereof, if invoice is more than 4 weeks late; incomplete or inaccurate invoices will be returned to the Contractor and considered unreceived

1.3.8 On-Site Training

At the request of the Port, Contractor shall provide on-site training to Port staff at a minimum of once every 6 calendar months consisting of three 2-hour training sessions on CCURE 9000 and Milestone. Contractor shall assume one session will be scheduled between 7:00 AM and 3:00 PM (at the Port's discretion / direction), a second session will be scheduled between 3:00 PM and 11:00 PM (at the Port's discretion / direction), and the third session will be scheduled between 11:00 PM and 7:00 AM the next day (at the Port's discretion / direction). All training will be scheduled in advance on dates / days mutually agreeable to the Port and Contractor. Contractor shall provide written training curriculum for Port review and approval 2 weeks prior to the scheduled on-site training. Contractor shall provide printed training content (e.g., slides, screen shots, pages from manuals, etc.) for each training participant.

The Port may request Contractor provide additional training to Port staff, including training provided by Airport Security System manufacturers; the Port will pay Contractor for this additional training based on pricing described in 1.1.9 and at hourly rates shown on Contractor's Proposal Worksheet.

1.3.9 Record Drawings

Contractor shall be responsible for maintaining current record drawings of all Airport System Systems including all elements / devices in accordance with applicable industry standards. See 1.1.1 for discussion of Contractor's initial review of and updates to Port-provided record drawings. Upon Contractor's request and at the Port discretion, record drawings may include records / schedules available electronically within Airport Security System applications.

Contractor shall update record drawings to reflect any repair and/or maintenance activities performed under this contract that change field conditions depicted on record drawings (at no additional charge to the Port). Similarly, Contractor shall update record drawings to reflect any upgrade work performed under this contract (e.g., see Section 2). The cost for updating record drawings for upgrade work shall be included in the cost of the project (see Section 2).

Contractor shall maintain record drawings electronically in a software program and manner acceptable to the Port. All required changes to record drawings shall be completed within 45 days following completion of field work. Contractor shall provide record drawings to the Port upon request. Electronic record drawings shall be provided to the Port in native electronic software (e.g., latest version of AutoCAD) and/or PDF as requested by the Port.

1.3.10 Operations / Maintenance Manuals

Contractor shall maintain all operations and maintenance manuals necessary to perform all work under the contract. Operations and maintenance manuals may be maintained in hard copy (e.g., organized in 3-ring binders) or electronically. Operations and maintenance manuals must be kept / stored in an organized manner to facilitate quick and easy reference. Contractor shall provide Port staff prompt access to all operations and maintenance manuals upon request.

1.3.11 Scheduled Maintenance Required Downtime

The Contractor and Port agree that 100% availability and operation are its objectives for all Airport Security Systems. In the event the Contractor should request to take equipment and/or systems out-of-service for preventative maintenance, Contractor must request and receive Port's approval. Contractor shall notify the Port as soon as possible and at a minimum of 7 days in advance of such a request and shall support the request with facts and documentation as necessary to show why the downtime is necessary and appropriate.

Section 2 – Upgrade Projects

Contractor shall provide a warranty on all new parts / materials (supplied by Contractor or from on-site inventory) and related workmanship as described in 1.2.9.

The Port may proceed with all, some, or none of these Upgrade Projects at the Port's sole discretion. The Port reserves the right to start and stop the following each scope of work at its sole discretion within the terms of the Agreement.

All work performed under this section will become part of the Contractor's preventative maintenance program (see 1.3.3) at no additional cost to the Port (for preventative maintenance activities) for any Airport Security System. Contractor will update its electronic inspection logs and record drawings with any / all new elements of each Airport Security System as appropriate.

The Port reserves the right to pay for upgrade projects based on pricing described in 1.1.9 and at hourly rates shown on Contractor's Proposal Worksheet.

Refer to Attachment 12 for detailed Upgrade Project requirements and specifications.

Contractor shall base pricing submitted on the Proposal Worksheet on following general assumptions:

- Airport Security Systems utilize LAN/WAN to communicate between controllers and IP devices.
- Existing PACS and VSS servers are hosted virtually on VMware servers.
- Utilize Commscope Systimax Category 6A cabling for new IP cable runs. Refer to Port's IT standards for additional information.
- Port IT will provide patch panels and switch ports to support additional security IP devices.
- Maximum 100-meter channel length per horizontal Category cable run, including patch cord lengths. PoE extension, fiber conversion not required.
- Pathways to devices are existing. Coordinate with the Port for cable pathways between equipment and also IDF rooms.
- 120V power connections are existing. Coordinate with the Port for locations to provide power to equipment. The Port will provide new connections where required.
- Revise record drawings to document all changes. Refer to 1.3.9 for requirements.
- Provide tamper-proof hardware and accessories for public-facing equipment.
- Provide OSDP-compatible hardware for future migration.
- Large trucks, cranes, pumps, personnel lifts, and other special equipment not required for installation work. If required, Port will reimburse Contractor as described in 1.1.9

Part 1: iStar Pro Controller Upgrade and Migration

2.1.1 General Description of Work

The Port intends to upgrade its existing (55) Software House iStar Pro controllers to Software House iStar Ultra G2 controllers.

Refer to B. Part 1 in Design Criteria, Attachment 13.

Part 2: Passenger Boarding Bridge (PBB) Cab Fixed CCTV Camera

2.2.1 General Description of Work

The Port intends to provide video surveillance for in the cabs of existing (22) PBBs.

Replace existing analog camera in 16 PBB cabs with new 180-degree multi-sensor, fixed-view digital IP camera (Gates 1, 3, 4, 6, 7, 8, 8A, 9, 11, 14, 20, 21, 22, 23, 24, 25)

Provide new 180-degree multi-sensor, fixed-view digital IP camera in 6 PBB cabs (Gates 26, 27, 29, 30, 31, and 32)

No upgrade required at Gates 5, 9A, 10, 12, 15, and 17

Locate camera and provide lens to view PBB ramp service door, PBB operator console, and airplane boarding area. Coordinate mounting height with the Port.

Refer to B. Part 2 in Design Criteria, Attachment 13.

Part 3: Passenger Boarding Bridge (PBB) Ramp Service Door Card Readers

2.3.1 General Description of Work

The Port intends to provide access control to 21 PBB ramp service doors. (Gates 3, 4, 6, 7, 8, 8A, 9, 11, 14, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31,32).

No upgrade required at Gates 1, 5, 9A, 10, 12, 15, and 17

Refer to B. Part 3 in Design Criteria, Attachment 13.

Part 4: Digital CCTV Camera Installation (Fixed, Multi-sensor, and PTZ)

2.4.1 General Description of Work

The Port intends to remove existing analog CCTV cameras (if any), provide new digital IP cameras, and new network IP cabling.

Provide pricing per camera upgrade / installation for the following types of cameras: interior fixed view, exterior fixed view, interior / exterior 180 degree, interior / exterior 360 degree multi-sensor, interior PTZ, and exterior PTZ.

Refer to B. Part 4 in Design Criteria, Attachment 13.

Part 5: Other / Miscellaneous Upgrade Projects

2.5.1 Proposals for Port Requested Work

Port may request and Contractor shall promptly supply Port with proposals for additional upgrades (scope to be jointly determined by Port and Contractor) using the hourly rates provided on the Contract's Proposal Worksheet and pricing described in 1.1.9.

2.5.2 Low Voltage Cabling for Airport Security Systems

On Proposal Worksheet, Contractor shall provide unit pricing to install any type of low voltage cabling (to be provided by Port or procured from Contractor under provisions of 1.1.9) through existing pathways (assume no new conduit, cable trays, hooks/hangars, etc. required). For any project, Port will pay Contractor for a minimum length of 10 ft. of installed cable (i.e., even if the installed length is less).

2.5.3 Conduit for Airport Security Systems

On Proposal Worksheet, Contractor shall provide unit pricing to furnish and install metal conduit (1" Electrical Metallic Tubing, EMT) in accordance with IT Conduit and Cable Standards in Attachment 14. For any project, Port will pay Contractor for a minimum length of 10 ft. of EMT conduit (i.e., even if the installed length is less).

B. Location of Site

All services will be performed at the Oakland International Airport, Oakland, CA, 94621.

C. Projected Time Line and Length of Contract

The professional services contract with the selected firm is scheduled to commence on July 1, 2022, and run for five years, ending June 30, 2027, with two possible one-year extensions, which will automatically be granted unless the Port provides notice to the selected firm at least 60 days before the end of the initial five-year term or before the end of each one-year extension, for a total maximum contract length of seven years (ending June 30, 2029).

III. Port Policy and Other Requirements

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

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

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

- Non-Discrimination policy which all Suppliers (Respondents) must adhere to, by providing the enclosed "Non-Discrimination and Small Local Business Utilization Policy Program Affidavit" (**Attachment 6**) with their proposals
- Preference points are awarded to small local businesses who qualify under the Port's definition of a small local business. In order to qualify for preference points, Suppliers (Respondents) must be either certified by the proposal due date or may apply online at: <http://srd.portofoakland.com/>. The application and any supporting documentation must be submitted to the Port's Social Responsibility Division seven (7) business days prior to the proposal due date. To apply, please click on the above link and then on the link titled "Register New Company?" and follow the instructions.

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

http://www.portofoakland.com/files/PDF/responsibility/NDSLBP_00810.pdf

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

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

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

2. Insurance Requirements:

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

3. Security Sensitive Information:

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

4. Living Wage Policy:

On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland, and San Jose area. The current Living Wage rate as of July 1, 2021 is at least \$15.30 with credit given to the employer for the provision to covered employees of health benefits, and \$17.56 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than \$50,000 and that employ more than 20 employees who spend more than 25% of their time on Port-related work. §728 also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the Respondent will be required to fill out the attached Employer Self-Evaluation for Port of Oakland Living Wage Form (**see Attachment 7-A**) and Certificate of Compliance—Living Wage (**see Attachment 7-B**) and return them to the Social Responsibility Division. (i.e., do not include these forms in with your proposal). For more information, please call Connie Ng-Wong in the Port of Oakland's Social Responsibility Division at (510) 627-1390.

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

5. Port's Standard Professional Services Agreement:

Submission of a proposal will confirm that the Respondent fully understands the provisions of the Port's Standard Professional Services Agreement (**Attachment 11**) which will be revised as necessary to be consistent with the provisions of this RFP, and will execute such revised agreement if awarded the contract. Any objections to any provisions in the Port's Standard Professional Services Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged.

IV. Submission Requirements

The Port has scheduled a Mandatory Pre-proposal meeting on the date indicated in the table labeled "Proposal Information" (on the first page of the invitation for this RFP), to review the scope of services and the submission requirements.

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

Submittal Format:

Responses may not be longer than 20 pages (one sided or 10 pages double sided), printed on 8½" x 11" paper and formatted in no smaller than 10-point font. Each section shall be labeled according to the sections below. All submitted material must be bound with only **one staple or binder clip** in the upper left corner. Please no binders or any other type of binding. Submittals must be able to fit into a 9 x 11.5 inch folder. You must also submit one electronic copy of your full response in a single Adobe PDF file saved on a USB thumb drive (no other files should be included on the USB thumb drive). The Port will not return the USB thumb drive.

1. **Company Information:** Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone number, and names and titles of key management personnel, and a brief history of your company. Provide a brief statement of who is authorized to submit the proposal on the behalf of your company. Please make sure that person signs and dates the statement. If your company is making any exceptions to the Port's Professional Services Agreement (**Attachment 11**) and/or this RFP, they must be clearly set forth in your proposal and noted in this section. Exceptions are discouraged and may result in lower evaluation points during the Port's evaluation of your proposal. Also, provide the name of any proposed subcontractors on your team (including name of any parent company), business address, email address, Federal Tax ID number, telephone number, and names and titles of key management personnel, and a brief history of the company.
2. **Knowledge and Experience (and Minimum Qualifications):** Provide relevant information about your company's knowledge and experience, including a list of three or more projects (in similar size and scope to that in this RFP), with brief descriptions that demonstrate your experience. These project descriptions must demonstrate the Company's 5 years (minimum) of direct experience maintaining and installing / upgrading Physical Access Control Systems (PARCs) and Video Surveillance Systems (VSSs) at other facilities of similar size, complexity, and criticality as those installed at the Airport. Also, provide the names of key personnel who will be assigned to do the work under this project and provide their relevant qualifications and experience, including required proof of manufacturer certifications required in Minimum Qualifications (see I. Project Overview). Key personnel shall include at least the following individuals (or equivalent): company's regional manager / local office manager, (2) on-site technician's manager, (3) proposed engineers / senior engineers (if known) that would be assigned to support the work described in this RFP, and (4) proposed on-site technicians (if known). If any of these individuals (or equivalent) are not known at the time of submission, please state so and plan for providing these required resources if awarded. Companies and subcontractors (if any) must provide evidence of qualifications / certifications described in Minimum Qualifications (see I. Project Overview).
3. **Client References:** Provide names, addresses and contact information for three (3) current clients. Provide the size and scope of each project and a brief description of the projects. Please make sure all contact information is current. By providing such information, you authorize us to contact such clients.
4. **Plan and Approach:** Provide an overview describing the general approach, scope of services, and methodology of your company's ability to fulfill the requirements in this RFP. Please use this section to describe the services you propose to provide to the Port and how you intend to provide them. Your services can be above and beyond the requirements listed in the "Scope of Service" section.

In addition, provide detailed answers to the following questions; the answer to each question shall not exceed one 8½" x 11" page:

- a. **MAJOR SOFTWARE UPDATES:** Describe your approach to implementing major software updates to Physical Access Control Systems (PACS) and Video Surveillance Systems (VSS) that are integrated with each other through software (e.g., door alarms in PACS “call-up” cameras on a video wall in the VSS, and video-based alarms in the VSS generate actionable alarms in PACS). What challenges can be expected and what mitigations can be put in place to minimize risk? What advance coordination and on-site support is typically required with manufacturers?
 - b. **RELATIONSHIPS WITH MANUFACTURERS:** Describe how your company (and any subcontractors) maintains excellent professional relationships with key leaders and representatives at all Airport Security Systems software manufacturers to ensure the Port receives the highest level of service and technical support as needed and in accordance with applicable licensing, warranty, and software support agreements. What is your approach to resolving issues (in accordance with the requirements stated in this RFP) if one or more software manufacturers fails to provide technical support at the expected level or within the expected timeframe?
 - c. **KEY DIFFERENTIATORS:** Describe key differentiators of your company and any subcontractors. What makes you better and different than your competitors? Why should we select your company / team? How will you exceed our expectations?
 - d. **NOTIFICATIONS:** Describe how your company (and any subcontractors) will keep the Port abreast of pertinent and recommended (1) software updates and (2) new technologies, software programs, hardware, etc. that might enhance the safety / security of the Airport and complement the Airport’s existing Airport Security Systems.
 - e. **TECHNICIAN TRAINING & SUPPORT:** Describe your company’s approach to training, certification, support, and retention of (1) on-site technicians and (2) on-call technicians. How do you keep on-site technicians trained to the highest levels given day-to-day workload challenges? How do you retain and motivate on-site technicians? How do you keep on-call technicians familiar with the Airport site and key details associated with the various Airport Security Systems? Does your company have in-house engineering resources (or similar) to assist on-site technicians with more complicated issues that sometimes arise with Airport Security Systems?
5. **Proposed Costs:** Provide your cost for the proposal on the Proposal Worksheet. It is important that you provide your fee schedule so that the Port can evaluate your proposal.
 6. **Debarment Statement:** Provide a written statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and date your statement. If your company has been debarred, you will need to provide background information and the reason(s) for the debarment. Provide the name and contact information for the agency that debarred your company. The Port must review the reason(s) and duration for the debarment before it can determine if your company can be considered for this project.
 7. **Litigation and Other Information:** Provide information describing any litigation, arbitration, investigations, or any other similar actions that your company, its principals, directors, and/or employees have been involved in during the last five (5) years relating to your company's services. Please list (a) name and court case or other identification number of each matter, (b) jurisdiction in which it was filed, and (c) outcome of matter (e.g. whether the case is pending, a judgment was entered, a settlement was reached or the case was dismissed). The Port will review the reason and timing of the action before it can determine if your company can be considered for this project. Failure to provide the litigation information may disqualify your proposal.
 8. **Required Forms and Adherence to Port Policy and Other Requirements:** The Respondent must fill out all of the forms included in this RFP (listed under the “Attachments” section and marked with a “Yes” in the column titled “Must Be Returned with Proposal”), and return them with your proposal. By returning the listed forms, your company is supporting and agreeing to the Port Policy and Other Requirements (listed in Section III, “Port Policy and Other Requirements” of this RFP). Failure of the Respondent to provide any of the required forms may

result in your proposal being rejected for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

V. Evaluation Criteria

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

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

A. Evaluation Weights

| Item | Criteria | Weights |
|------|--|-----------|
| | <u>Adherence to Port Policy and Other Requirements and Debarment Statement</u> Proposals from companies who have not or will not adhere to the Port Policy and Other Requirements or who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Items 6 and 8 of the Submission Requirements section.) | Pass/Fail |
| | <u>Minimum Qualifications:</u> <u>Does your company meet the minimum qualifications listed in this RFP (as evidence from the information your firm has provided for Items 2 of the Submission Requirements Section)?</u> (The Port will not forward to the evaluation committee for review proposals from companies who have not demonstrated they have met the minimum qualifications listed in this RFP.) | Pass/Fail |
| 1 | <u>Company Information, Client References, Litigation and Other Information, and Required Forms</u> Respondent's capacity to provide professional service as evidenced by past performance, company information, reference checks, litigation and other information, and required forms. (Items 1, 3, 7, and 8 of the Submission Requirements section.) | 10% |
| 2 | <u>Knowledge and Experience</u> Respondent's knowledge and experience as evidenced from your response to Item 2 of Submission Requirements section. | 25% |
| 3 | <u>Plan and Approach</u> As evidenced from your response to Item 4 of the Submission Requirements section. | 25% |
| 4 | <u>Proposed Costs</u> As evidenced from your response to Item 5 of the Submission Requirements section, and as provided on the Proposal Worksheet. | 25% |
| 5 | <u>Non-Discrimination and Small Local Business Utilization Policy</u> Does your company meet the Port's definition of Small Local Business? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port's definition of Small Local Business, and award qualifying companies up to the maximum 15 points. | 15% |
| | Total | 100% |

B. Selection Procedure:

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

VI. Additional Provisions

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

A. Port's Legal Name and Jurisdiction

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

B. Ownership of Proposal

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

C. Deadline for Receipt of Proposal

Proposals must be sealed and delivered to the Submittal Address listed in the Request for Proposal (RFP) no later than the time specified in the RFP. The Port will place a clock ("Clock") in a conspicuous location at the place designated for submittal of Proposals. For purposes of determining the time that a Proposal is submitted, the Clock shall be controlling (unless at the time of the receipt the Clock malfunctions, then the Port's clock on its network phone system shall be controlling). The Port suggests that Proposals be hand delivered to the Submittal Address in order to ensure their timely receipt. Any Proposals 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 Proposals received after the time stated (regardless of the cause of the delay, including whether caused by the express mail service, US Postal Services, other courier service, or the Port's mail handling personnel) shall not be opened and shall be returned, sealed, to the Proposer.

D. Public Records Act

Under the California Public Records Act (Gov. Code § 6250 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process. However, such disclosure shall not be made prior to the date on which the Port publishes the identity of the apparent successful proposer or issues a Notice of Intent to Award, if such notice is issued.

If Respondent believes portions of its proposal contain trade secrets or proprietary financial information that should be exempt from disclosure under the Public Records Act, **Respondent shall submit a separate copy of its entire proposal with the protected material redacted with black boxes, which each redaction specifically marked as "CONFIDENTIAL"**. Such separate copy shall not constitute the proposal, but shall be used, if needed and appropriate, in response to an applicable Public Records Act request. If Respondent does not submit such a separate redacted proposal, Respondent shall be deemed as not claiming that any portion of its proposal contains trade secrets or proprietary financial information.

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 or notice to Respondent.

E. Indemnification

If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in the Port's Standard Professional Services Agreement. **See Section 5** of the Port's Standard Professional Services Agreement (**Attachment 11**).

F. Reimbursable Expenses

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

G. Port's Right to Modify

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

H. Conflicts of Interest

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

I. Cost of Preparing a Response

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

J. Compliance with Law

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

K. Respondent's Relationship

The Respondent's (and Respondent's employees' and contractors') relationship to the Port shall be that of independent contractor and not deemed to be an employee or agent of the Port.

- L. Proposal Considerations and Legal Proceeding Waiver**
The Port has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered the party submitting a proposal waives the right to bring legal proceedings challenging the Board of Port Commissioners choice of the award.
- M. False Statements**
False statements in a proposal will disqualify the proposal.
- N. Taxes**
The Respondent will be responsible for all Federal, State, and Local taxes.
- O. Grade of Service**
The Respondent must provide professional service and maintain appropriate personnel to provide expedient and courteous service.
- P. The Respondent's Liability**
The Respondent shall be responsible for any and all damages to the Port's premises resulting from the negligent acts or willful misconduct of the Respondent's agents or employees.
- Q. Amendments**
The Port may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The Respondents are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The Port shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or requests for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.
- R. Withdrawal or Modification of Offers**
The Respondent may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.
- S. Acceptance**
Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the Port based on initial submission with or without discussions or negotiations.
- T. Representations**
No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Respondent must rely solely on its own independent assessment as the basis for the submission of any offer made.
- U. Award Consideration**
The Port shall not be bound to accept the lowest-quote fee and will award the contract (if any) to the company/firm selected through the competitive process (and any subsequent interviews) outlined in this RFP.
- V. Contract Termination**
The Port may terminate the agreement (and or contract) with the Respondent on thirty days notice for the failure of the Respondent to comply with any term(s) of the agreement/contract between the Port and the Respondent.
- W. Protest Procedures**
Any party that has timely submitted a responsive proposal that contends or claims that the Port's proposed award of the subject contract fails to comply with the Port's rules and regulations or with law must file a protest in accordance with the provisions set forth below:

1. Any protest must be submitted in writing to 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 publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued).
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

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

RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

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

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

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

Executed this _____ day of _____, 202__, at

_____, _____

Signature

Authority: Public Contract Code 7106
CCP 2015.5



PORT OF OAKLAND

Statement of Equal Employment Opportunity

RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

RFP Acknowledgement and Signature Form

RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

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

Addendum Acknowledgement:

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

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.
3. I understand my Proposal and all related documents may be released in their entirety in response to a request under the California Public Records Act, subject to any separate copy I submit in accordance with Section VI.D of this RFP.
4. I represent that I am familiar with Section 1090 and Section 87100 et seq. of the California Government Code, and that I do not know of any facts that constitute a violation of said Sections in connection with the proposal.

Respondent's Name _____

Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Cell Number: _____

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

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____



RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

A. Section 1 – Security Systems Maintenance

| Section 1 – Security Systems Maintenance | | | |
|---|---|---|---|
| Line | Item | Description | Contractor's Price |
| 1 | Work other than separately provided under other items | The lump sum price to be paid under this item for each contract year includes full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, training, testing, and supervision for accomplishing all work specified in Section 1 of the Scope of Services but not paid for under other items (annual amount due Contractor for each contract year to be spread and paid monthly) | Total cost (lump sum): \$ _____ |
| 2 | Perform Initial Security Systems Audit / Testing specified in 1.1.1 | The lump sum price to be paid under this item during the first contract year only includes full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision for accomplishing all work specified in 1.1.1 | Total cost (lump sum): \$ _____ |
| 3 | Update Record Drawings | The lump sum price to be paid under this item during the first contract year only includes full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision for accomplishing 120 hours of AutoCAD operator time to address deficiencies in record drawings as described in 1.1.1 ... | Total cost (lump sum): \$ _____ |
| 4 ⁽¹⁾ | Furnish Preventative Maintenance on Physical Access Control System (PACS) | This item will be measured per month of service provided; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision for accomplishing all preventative maintenance work on PACS, including descriptions in 1.3.1, 1.3.3, and 1.3.5 | Price for first year (12 months) on-site preventative maintenance. Per month cost: \$ _____ |

| Section 1 – Security Systems Maintenance | | | |
|---|--|---|---|
| Line | Item | Description | Contractor's Price |
| 5 ⁽¹⁾ | Furnish Preventative Maintenance on Video Surveillance System (VSS) | This item will be measured per month of service provided; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision for accomplishing all preventative maintenance work on VSS, including descriptions in 1.3.1, 1.3.3, and 1.3.5 | Price for first year (12 months) on-site preventative maintenance. Per month cost: \$ _____ |
| 6 ⁽¹⁾ | Furnish Preventative Maintenance on all other Airport Security Systems | This item will be measured per month of service provided; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision for accomplishing all preventative maintenance work on all other Airport Security Systems, including descriptions in 1.3.1, 1.3.3, and 1.3.5 | Price for first year (12 months) on-site preventative maintenance. Per month cost: \$ _____ |
| 7 ⁽¹⁾ | Technician – Straight Time (Service Calls & Installation / Upgrade) | This item will be measured per labor-hour of straight time furnished 8:00 AM to 5:00 PM, Monday through Friday, excluding Contractor-observed holidays; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision as described in 1.3.1, 1.3.2, and 2.5 | Hourly labor rate: \$ _____ |
| 8 ⁽¹⁾ | Technician – Premium Time (Service Calls & Installation / Upgrade) | This item will be measured per labor-hour of premium time furnished 5:00 PM to 8:00 AM, Monday through Friday and all-day Saturday, Sunday, and Contractor-observed holidays; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision as described in 1.3.1, 1.3.2, and 2.5 | Hourly labor rate: \$ _____ |
| 9 ⁽¹⁾ | Project Manager (or equivalent) | This item will be measured per labor-hour of straight time furnished 8:00 AM to 5:00 PM, Monday through Friday, excluding Contractor-observed holidays; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision for work described in 2.5 | Hourly labor rate: \$ _____ |

| Section 1 – Security Systems Maintenance | | | |
|---|--|--|------------------------------------|
| Line | Item | Description | Contractor's Price |
| 10 ⁽¹⁾ | Engineer (or equivalent) | This item will be measured per labor-hour furnished at any time to support on-site and on-call technicians; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision | Hourly labor rate: \$ _____ |
| 11 ⁽¹⁾ | Senior Engineer (or equivalent) | This item will be measured per labor-hour furnished at any time to support on-site and on-call technicians; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision | Hourly labor rate: \$ _____ |
| 12 ⁽¹⁾ | Drafting (Record Drawings) (or equivalent) | This item will be measured per labor-hour furnished 8:00 AM to 5:00 PM, Monday through Friday, excluding Contractor-observed holidays; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision as described in 1.3.9 | Hourly labor rate: \$ _____ |
| 13 ⁽¹⁾ | Door Hardware / Lock Installer (or equivalent) | This item will be measured per labor-hour furnished 8:00 AM to 5:00 PM, Monday through Friday, excluding Contractor-observed holidays for work; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision described in 2.5 | Hourly labor rate: \$ _____ |
| 14 ⁽¹⁾ | Other Position / Job Title (if any) _____ | This item will be measured per labor-hour furnished 8:00 AM to 5:00 PM, Monday through Friday, excluding Contractor-observed holidays; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision for work described in 2.5 | Hourly labor rate: \$ _____ |

| Section 1 – Security Systems Maintenance | | | |
|---|--|--|------------------------------------|
| Line | Item | Description | Contractor's Price |
| 15 ⁽¹⁾ | Other Position / Job Title (if any) _____ | This item will be measured per labor-hour furnished 8:00 AM to 5:00 PM, Monday through Friday, excluding Contractor-observed holidays; the unit price to be paid under this item shall be full compensation for furnishing all labor, materials, appliances, tools, equipment, transportation, services, and supervision for work described in 2.5 | Hourly labor rate: \$ _____ |
| (1) Items 4-15, Annual Price Escalation: Contractor may request a rate adjustment no more frequently than annually for the ensuing year to reflect actual increases in Contractor's cost to perform services that can be documented by the Contractor to the Port's satisfaction. In no event shall the rate adjustment be more than the change in Consumer Price Index (as defined by the Port). Any request for a rate adjustment shall be submitted to the Port in writing no less than 90 calendar days prior to the end of the current year, and rate adjustments approved by the Port shall be effective as of the beginning of the ensuing year. | | | |

B. Section 2 – Upgrade Projects

| Section 2 – Upgrade Projects | | | |
|-------------------------------------|--|---|--|
| Line | Item | Description | Contractor's Price |
| 1 ⁽²⁾ | iStar Pro Controller Upgrade and Migration | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for accomplishing all work specified in 2.1 | Total cost (lump sum): \$ _____ |
| 2 ⁽²⁾ | Passenger Boarding Bridge (PBB) Cab Fixed CCTV Camera | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for accomplishing all work specified in 2.2 | Total cost (lump sum): \$ _____ |
| 3 ⁽²⁾ | Passenger Boarding Bridge (PBB) Ramp Service Door Card Readers | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for accomplishing all work specified in 2.3 | Total cost (lump sum): \$ _____ |
| 4a ⁽³⁾ | Digital CCTV Camera Installation – Interior Fixed | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for accomplishing all work specified in 2.4 | Total cost (lump sum): \$ _____ |

| Section 2 – Upgrade Projects | | | |
|-------------------------------------|--|--|--|
| Line | Item | Description | Contractor's Price |
| 4b ⁽³⁾ | Digital CCTV Camera Installation –Exterior Fixed | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for accomplishing all work specified in 2.4 | Total cost (lump sum): \$ _____ |
| 4c ⁽³⁾ | Digital CCTV Camera Installation – Interior / Exterior 180-degree Multi-sensor | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for accomplishing all work specified in 2.4 | Total cost (lump sum): \$ _____ |
| 4d ⁽³⁾ | Digital CCTV Camera Installation – Interior / Exterior 360-degree Multi-sensor | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for accomplishing all work specified in 2.4 | Total cost (lump sum): \$ _____ |
| 4e ⁽³⁾ | Digital CCTV Camera Installation – Interior PTZ | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for accomplishing all work specified in 2.4 | Total cost (lump sum): \$ _____ |
| 4h ⁽³⁾ | Digital CCTV Camera Installation – Exterior PTZ | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for accomplishing all work specified in 2.4 | Total cost (lump sum): \$ _____ |
| 5a ⁽³⁾ | Low Voltage Cabling | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for installing low voltage cabling (excluding the cost of the cable) as further specified in 2.5 (min. 10 ft.) | Price per Linear Foot (LF) of Low Voltage Cabling: \$ _____ |

| Section 2 – Upgrade Projects | | | |
|--|--|--|--|
| Line | Item | Description | Contractor's Price |
| 5b ⁽³⁾ | Conduit for Low Voltage Cabling (above-ground) | The lump sum price to be paid under this item includes full compensation for furnishing all labor, materials/parts, appliances, tools, equipment, transportation, services, training, programming, testing, and supervision for installing above-ground 1" EMT conduit as further specified in 2.5 (min. 10 ft.) | Price per Linear Foot (LF) of Conduit (for Low Voltage Cabling): \$ _____ |
| (2) Items 1-3: Contractor shall guarantee price for first 3 years of the contract. (3) Items 4-5: Contractor shall guarantee price for duration of the contract unless otherwise approved by Aviation Security Manager. | | | |

Respondent Name: _____ Title: _____

Company Name: _____

Authorized Signature: _____ Date: _____



PORT OF OAKLAND

Non-Discrimination and Small Local Business Utilization Policy

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

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

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

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

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

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

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

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

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

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

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

For questions or assistance regarding this section, contact Ms. Donna Cason, Contract Compliance Office, (510) 627-1252, or dcason@portoakland.com in the Port's Social Responsibility Division.



PORT OF OAKLAND

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

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

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

Notes:

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



(Use additional paper if necessary)

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

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

2. (A) Do any team members regularly use local students as interns in their work? Yes___ No ___
(B) Do any team members currently use local students as interns in their work? Yes___ No ___
(C) Have any team members used local students as interns in past work? Yes ___ No___
(D) If planning to use interns on this project, how will you utilize them?

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

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



PORT OF OAKLAND

Monthly Utilization of Local and Small Business Enterprises

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

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.

If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

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

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

| | | |
|---|------------------------------|-------------|
| AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE | BUSINESS PHONE NUMBER | DATE |
|---|------------------------------|-------------|

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Monthly Utilization of Local and Small Business Enterprises

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

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

| Certification Status | Description |
|---|--|
| LIABE (Local Impact Area Business Enterprise) | firm located in Oakland, Alameda, Emeryville, or San Leandro |
| LBABE (Local Business Area Business Enterprise) | firm located in Alameda County or Contra Costa County |
| SBE (Small Business Enterprise) | business with 3 year average annual gross revenue not to exceed \$36,000,000 |
| VSBE (Very Small Business Enterprise) | business with 3 year average annual gross revenue not to exceed \$5,000,000 |

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

- Column 6: Date on which the firm listed in Column 1 completed the work described in Column 2.
- Column 7: Date on which prime contractor made the 'final payment' for the work described in Column 2 to subcontractor/supplier/trucking broker.

- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

| |
|------------------|
| COMMENTS: |
| |
| |
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PORT OF OAKLAND

Final Utilization of Local and Small Business Enterprises

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

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.

If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

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

| | | |
|---|------------------------------|-------------|
| I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT | | |
| AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE | BUSINESS PHONE NUMBER | DATE |

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Final Utilization of Local and Small Business Enterprises

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

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

| Certification Status | Description |
|---|--|
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| SBE (Small Business Enterprise) | business with 3 year average annual gross revenue not to exceed \$36,000,000 |
| VSBE (Very Small Business Enterprise) | business with 3 year average annual gross revenue not to exceed \$5,000,000 |

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

- Column 6: Date on which the firm listed in Column 1 completed the work described in Column 2.
- Column 7: Date on which prime contractor made the 'final payment' for the work described in Column 2 to subcontractor/supplier/trucking broker.

- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

| |
|------------------|
| COMMENTS: |
| |
| |
| |



PORT OF OAKLAND

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

RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

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

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

City of Oakland City Charter § 728 Living Wage Information

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

- 1) Pay all non-exempt employees the living wage rates (As of July 1, 2021, \$17.56 without health benefits or \$15.30 with health benefits). Port Ordinance No. 3666, as amended also requires that covered businesses provide employees at least twelve compensated days off per year, including holidays.
- 2) Pay at least \$2.26 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.
- 3) **Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations.** The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.
- 4) Provide all employees earning less than \$12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.
- 5) **Submit name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off in a web accessed monitoring system at <https://www.elationsys.com/app/Registration/> by March 31st, June 30th, September 30th, and December 31st of each year.** If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of \$500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.
- 6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. **Covered employers shall be responsible for including language committing the subcontractor's, tenant's or licensee's agreement to comply, in the contract with the subcontractor.** Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.
- 7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

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



PORT OF OAKLAND

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

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

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

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

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

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

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

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

Submit Completed Checklist To:

Connie Ng-Wong

Port of Oakland

Social Responsibility Division

530 Water Street

Oakland, CA 94607

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

Email: cng-wong@portoakland.com



PORT OF OAKLAND

Certificate of Compliance – Living Wage

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

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

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

Please check the appropriate box and sign below

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

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

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

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

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



PORT OF OAKLAND

Statement of Living Wage Requirements

RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

Supplier Insurance Requirements

RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

All of the Port's Insurance requirements are incorporated into Professional Services Agreement (PSA) attached to this Request for Proposal (**Attachment 11**).



PORT OF OAKLAND

Insurance Acknowledgement Statement

RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

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

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

Signature

Print Name

Title

Date



RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

Attachment 11

Professional Services Agreement

ATTACHMENT 11

**PROFESSIONAL SERVICES AGREEMENT
("Agreement")**

Between

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

And

("Consultant")

[Airport Security Systems Maintenance and Upgrades]

[Contract No., if any]

Reference Date

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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into between the Port and Consultant (as defined below, and collectively referred to as the "Parties"), who agree as follows. All Appendices described herein are attached and made part of this Agreement.

1. Parties

- 1.1 Consultant.** Consultant is identified in **Appendix D (Parties)** ("Consultant"). Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants, and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture, or partnership relationship between the Port and Consultant, and no such relationship shall be implied from performance of this Agreement. References in this Agreement to direction from the Port shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained.
- 1.2 Port.** This Agreement is entered into by the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port of Oakland" or "Port"). The Port's Project Manager ("Project Manager") is identified in **Appendix D (Parties)**.

2. Term

- 2.1 Term.** The term of this Agreement ("Term") is described in **Appendix A (Services)**. Unless otherwise provided in this Agreement, this Agreement shall be effective during the Term, provided it has been signed by the Parties and approved as to form and legality by the Port Attorney.
- 2.2 Suspension and Early Termination.**
- 2.2.1 Suspension.** The Port may (in writing and without cause) direct Consultant to suspend, delay, or interrupt the Services, in whole or in part, for such periods of time as the Port may determine in its sole discretion. Such suspension of Services shall be treated as an excusable delay.
- 2.2.2 Port Termination for Cause.** The Port may (in writing) terminate this Agreement in whole, or from time to time in part, for cause, should Consultant commit a material breach of all or part of this Agreement and not cure such breach within ten (10) calendar days of the date of the Port's written notice to Consultant demanding such cure. Upon such Port termination for cause, Consultant shall be liable to the Port for all loss, cost, expense, damage, and liability resulting from such breach and termination.
- 2.2.3 Port Termination for Convenience.** The Port may (in writing) terminate this Agreement in whole, or from time to time in part, for convenience as the Port may determine in its sole and reasonable discretion. Upon such Port termination for convenience, Consultant shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date, but may recover no other cost, damage, or expense.

3. Services

- 3.1 Scope of Services.** Consultant shall perform all services ("Services") described in **Appendix A (Services)**. All Services whenever performed shall be deemed performed under this Agreement.

- 3.2 Standard of Performance.** Consultant represents that it possesses all necessary training, licenses, permits, and approvals to perform the Services, and that its performance of the Services will conform to the standard of practice of a person (or persons) specializing in performing professional services of a like nature and complexity to the Services.
- 3.3 Subconsultants.** Consultant shall perform the Services using any persons and subconsultants listed in **Appendix A (Services)**. Consultant shall hire only qualified persons or firms who are experienced in performing work of a like nature and complexity as the Services, and who agree to be bound to the terms of the Agreement to the extent of the scope of Services. Consultant may substitute personnel or subconsultants prior to any such personnel or subconsultants commencing work only upon the Project Manager's written consent, which may be withheld or delayed in the Port's sole discretion. When using any person who has retired from a California Public Employees' Retirement System ("CalPERS") agency, Consultant and any subconsultants shall comply with all laws and regulations applicable to CalPERS.
- 3.4 Ownership of Non-Software Work Product.** Any interest (including copyright interests) of Consultant or its subcontractors or subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans, or any other documents (including electronic media) prepared by Consultant or its subcontractors or subconsultants in connection with the Services (but not including any Software, unless otherwise provided in this Agreement), shall become the property of the Port. To the fullest extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the Port's property. With the Port's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

If the Services include any Software, any licensing or ownership matters shall be addressed in **Appendix A-1 (Software)**.

4. Payment

- 4.1 Payment Terms.** Consultant shall perform the Services for compensation only set forth in **Appendix B (Payment)** ("Payment"). All compensation paid to Consultant on account of the Services performed shall be deemed payments under this Agreement.
- 4.2 Taxes.** Consultant shall, without additional compensation, pay all applicable taxes (including California sales and use taxes and the City of Oakland business tax), deficiency, interest, or penalty levied upon or asserted with respect to this Agreement, the Services performed thereunder, or the goods delivered hereunder, regardless of which Party has liability for such payment under applicable law. Consultant shall collect, report, and pay all applicable California sales and use taxes and shall, in accordance with California Revenue and Taxation Code Section 6203, issue the Port a receipt relieving the Port of all liability for any tax relating to this Agreement. Consultant shall comply with all applicable administrative regulations relating to the assumption of liability for the payment of payroll taxes and contributions under this Section and shall provide all necessary information with respect thereto to the proper authorities.
- 4.3 Deductions to Payment.** The Port shall have the right to deduct from the amount payable to Consultant, upon written notice, any unauthorized or disputed expenses, any Liquidated Damages imposed (in accordance with Section 9 below), any Administrative Fees charged (in accordance with Section 10 below), overpayment of expenses by the Port and any other amounts owed by the Consultant to the Port. If the Port is required or elects

to pay any sum, or if it incurs any obligations or expenses, because of the failure, inability, neglect or refusal of the Consultant to perform or fulfill any of the terms and conditions of this Agreement that it is obligated to perform or fulfill, then the Port shall have the right to deduct these sum(s) from the any and all amounts payable to Consultant.

5. Insurance; Indemnification

- 5.1 Insurance.** Consultant shall, at its own expense and during the Term, maintain in force the insurance in the types and amounts required by **Appendix C (Insurance)**.
- 5.2 Indemnification.** Consultant shall comply with all provisions set forth in **Appendix F (Indemnification)**.

6. Compliance With Laws

- 6.1 Compliance With All Laws.** Consultant shall comply with all laws, regulations, ordinances, rules, permits, or land use restrictions or limitations at any time applicable to the Services ("All Laws"), including those applicable to any public or governmental authority (including the City of Oakland and the Port, such as the City Charter), regardless of whether All Laws are specifically stated in this Agreement or are in effect at the beginning of the Term. Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with All Laws, consistent with the standard of care in this Agreement.

Consultant's compliance with All Laws shall include, but not be limited to, compliance with the following, to the fullest extent applicable:

- 6.1.1** Oakland Living Wage provisions, including Section 728 of the Oakland City Charter and Port Ordinance Nos. 3666 and 3719.
- 6.1.2** Security requirements imposed by authorities with jurisdiction over the Services (such as the Federal Aviation Administration and U.S. Department of Transportation), which may include providing information, work histories, and/or verifications requested by such authorities for security clearances or compliance.
- 6.1.3** If the Services are part of a "public works" or "maintenance" project, California Department of Industrial Relations ("DIR") requirements, which include compliance with California Labor Code Sections 1725.5 and 1771.1, Consultant and subconsultant registration with DIR and licensing by the California Contractors State License Board, and compliance with all laws, regulations, and other requirements for public works of improvement.
- 6.2 Non-Discrimination.** Consultant shall not discriminate against or harass any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. Consultant shall take affirmative action to ensure that applicants and employees are treated fairly with respect to all terms and conditions of employment, which include (without limitation): hiring, upgrading, recruitment, advertising, selection for training or apprenticeship, demotion, transfer, compensation, layoff, or termination. Consultant acknowledges it has reviewed, or had a full opportunity to review, the current version of the Port's Discrimination Complaint Procedures/Unlawful Harassment Policy

and Complaint Procedures, which provide an effective and expedited method of resolving employment discrimination allegations and prevent unlawful workplace harassment.

- 6.3 Conflicts of Interest.** Consultant shall comply with all applicable laws and regulations relating to conflicts of interest, including any requirements adopted by the City of Oakland or the Port. Consultant represents that it is familiar with California Government Code Sections 1090 and 87100 et seq., and that it does not know of any facts that may constitute a violation of said sections.

Consultant represents that, to the best of its knowledge, it has disclosed to the Port all facts bearing upon any possible interests, direct or indirect, Consultant believes that any employee, officer, or agent of the Port presently has, or will have, in this Agreement, in the Services, or in any portion of the profits hereunder. Willful failure to make such disclosure, if any, shall constitute grounds for termination of this Agreement by the Port for cause.

Consultant covenants that it shall never have any interest (direct or indirect) that would conflict in any manner with the performance of the Services under this specific Agreement, including an interest Consultant has (or may have in the future) with a person or entity that has an interest adverse or potentially adverse to the Port with respect to this specific Agreement, as determined in the reasonable judgment of the Port.

Provided that this Agreement or the performance thereof does not violate any applicable conflict of interest laws, nothing in this Section shall serve to prevent Consultant from providing services similar to the Services to other entities. The provisions of this Section shall survive the termination of this Agreement.

- 6.4 FAA AIP Grant-Required Provisions.** Consultant shall comply with all provisions in Appendix E (FAA AIP Grant-Required Provisions).

7. Confidentiality; Publicity

- 7.1 Confidentiality.** Consultant acknowledges that, in the performance of the Services or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by the Port, the disclosure of which to third parties may be damaging to the Port. Consultant agrees that all information disclosed by the Port to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data, and shall not accept employment adverse to the Port's interests where such confidential information could be used adversely to the Port's interests. Consultant shall notify the Port immediately in writing if Consultant is requested to disclose any information made known to or discovered by Consultant during the performance of the Services. The provisions of this Section shall survive the termination of this Agreement.

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

8. Audit and Inspection

8.1 Retention. Consultant shall maintain unaltered all Records during the Retention Period.

8.1.1 “Retention Period” means the Term and an additional three (3) years following the later of: (a) termination of this Agreement, (b) the Port’s final payment under this Agreement, or (c) resolution of pending issues between the Parties under this Agreement.

8.1.2 “Records” means full and adequate records, in electronic and other mediums, related to this Agreement or prepared by or furnished to Consultant during the course of performing the Services or which show the actual costs incurred by Consultant in the performance of this Agreement, including (without limitation) documents, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting work under this Agreement, invoices, payrolls, and data.

8.2 Audit and Tolling. During the Retention Period, the Port may Audit the Records. Consultant agrees to toll all applicable periods of any statutes of limitations: (a) commencing on the first day of an Audit and ending four (4) years after the Port delivers to Consultant the final Audit findings; (b) commencing on the first day of an Audit and ending four (4) years after the Port’s completion of the Audit, if no final Audit findings are produced; and (c) commencing on the day the Port’s claim or right or cause of action arises with regard to any matter under this Agreement and ending four (4) years thereafter.

8.2.1 “Audit” means to audit, inspect, make copies of, and obtain excerpts and transcripts from the Records.

8.3 Production. During an Audit or as otherwise requested by the Port, Consultant shall Produce Records to the Port or the Port’s designated representatives. If Consultant fails to Produce Records to the Port within ten (10) business days of the Port’s written request, Consultant shall pay the Port a delinquency charge of \$25 for each day it does not Produce Records. The Parties agree that such delinquency charges are liquidated damages that represent a reasonable estimate of expenses the Port will incur because of Consultant’s failure to Produce Records, and that such charges shall be deducted from the Port’s next payment to Consultant.

8.3.1 “Produce” means to, at no cost to the Port and within ten (10) business days of the Port’s written request, provide the Port (or the Port’s representatives): (a) copies of Records requested by the Port; (b) the ability for the Port to inspect the Records at a location within a fifty (50) mile radius from the Port offices at 530 Water Street, Oakland, California, or if the Records are not located within said fifty mile radius, the ability for the Port to inspect the Records at another location after Consultant pays the Port all reasonable and necessary costs incurred (including, without limitation, travel, lodging, and subsistence costs); and (c) copies of Records in electronic format through extracts of data files in a computer readable format, such as email attachments, data storage devices, or another adequate electronic format.

9. Performance Milestones and Liquidated Damages.

9.1 The Port and Consultant recognize that time is of the essence of this Agreement and that the Port will suffer financial loss in the form of contract administration expenses (including project management and consultant’s expenses) if Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Agreement. Consultant and the Port agree that because of the nature of the Project, it would be

impractical or extremely difficult to fix the amount of actual damages incurred by the Port because of a delay in completion of the Work. Accordingly, the Port and Consultant agree that as liquidated damages for delay, Consultant shall pay the Port:

- 9.1.1 If Consultant's staff does not arrive on-site (specifically, a fully qualified technician or crew with all applicable tools and equipment) ready to perform work within the response time specified in Section 3.3.2 of Appendix A, one thousand dollars (\$1,000) for each hour or portion thereof until Consultant staff arrives on site with all applicable tools and equipment and ready to perform;
- 9.1.2 If Consultant's senior leadership team member fails to respond to the Port's call within one (1) hour as provided in Section 3.1.2 of Appendix A, two-hundred and fifty dollars (\$250) per each thirty (30) minute interval, or portion thereof until Consultant's senior leadership team member contacts the Port;
- 9.1.3 If Consultant fails to repair or replace and restore to full online operation critical elements of Security Systems within the maximum allowable 12-hr. repair window from the time the Contractor's technician / crew arrives on-site in response to a service call by the Port, two-hundred and fifty dollars (\$250) for each hour or portion thereof until full online operation of critical elements of Security Systems are restored.
- 9.1.4 These measures of liquidated damages shall apply cumulatively and shall be presumed to be, except as provided below, the damages suffered by the Port resulting from delay in completion of work.
- 9.1.5 Liquidated damages for delay shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues, suffered by the Port as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, costs of substitute facilities or damages suffered by others who then seek to recover their damages from the Port (for example, delay claims of other contractors, subcontractors, tenants, or third-parties, and defense costs thereof).

- 9.2 **Collection Costs and Attorneys' Fees.** Consultant shall be responsible for all fees, costs, and expenses (including attorneys' fees and costs, including all amounts attributable to Port Attorney time) incurred by the Port in collecting unpaid Liquidated Damages.

10. Administrative Fees and Review.

- 10.1 **Administrative Fees.** Consultant and the Port agree that certain aspects of the Consultant's performance are essential to the smooth functioning of the Airport and Port operations and that the Consultant's failure to perform these activities will result in the Port incurring administrative and monitoring expenses. In order to address the Port's added administrative expenses, Consultant shall be charged Administrative Fees as set forth herein. Consultant agrees that the Administrative Fees as set forth herein are reasonable estimates of such expenses to the Port and shall be imposed on the Consultant in the form of an invoice deduction applied to Consultant's latest monthly invoice ("Adjusted Invoice") at the sole discretion of the Port.
- 10.2 The Port shall charge Administrative Fees for each instance of Consultant's failure to perform as described below. The Port's Director of Aviation, at his or her sole discretion, may elect to waive an administrative fee charged for a violation on a case-by-case basis. The Port's Director of Aviation shall provide Consultant with written notice of each

violation and of the applicable Administrative Fee that will be charged within a reasonable amount of time following discovery that said violation of the Agreement has occurred.

Table 3.3.7 - Administrative Fees

| <u>Activity</u> | <u>Associated Administrative Fee Charged/ Other Action Taken</u> |
|---|--|
| Consultant fails to timely submit its monthly invoice and/or report | \$500 per week, or portion thereof, that the monthly invoice and/or report is late |
| Consultant submits an incomplete or inaccurate invoice to the Port | No fee charged, however, the Port shall return the subject invoice to the Consultant and the invoice shall be deemed “unreceived” until a complete, accurate invoice is re-submitted |

- 10.3 Collection Costs and Attorneys’ Fees.** Consultant shall be responsible for all fees, costs, and expenses (including attorneys’ fees and costs, including all amounts attributable to Port Attorney time) incurred by the Port in collecting unpaid Administrative Fees.

11. Notices; Agent for Service of Process

- 11.1 Notices.** The Port’s and Consultant’s Notice Addresses are set forth in **Appendix D (Parties)**, unless otherwise amended in writing with notice to the other Party. All notices or other communications given or required to be given under this Agreement shall be effective only if given in writing to the Party’s Notice Address and: (a) sent by certified mail with return receipt requested, (b) sent by overnight delivery service, or (c) delivered personally. Any such notice shall be deemed to have been given: (x) five calendar days after the date it was sent by certified mail; (y) one business day after the date it was sent by overnight delivery service; or (z) on the date personal delivery was made. The Parties shall also endeavor to send courtesy copies of all notices and communications electronically.
- 11.2 Agent for Service of Process.** Pursuant to California Code of Civil Procedure, Section 416.10, Consultant hereby designates an agent for service of process as identified in **Appendix D (Parties)**. Consultant may at any time designate a new agent for service in the State of California by providing written notice in compliance with this Agreement of the full name and address of its new agent. No attempt to revoke the agent’s authority to receive service shall be valid unless the Port has first received a duly executed designation of a new agent meeting the requirements of California law.

12. Disputes; Statutes of Limitation; Governing Law

- 12.1 Dispute Resolution.** In the event of any dispute between the Parties under this Agreement, the Parties shall make their best efforts to meet and confer in good faith to resolve the dispute amicably. Consultant shall continue its work throughout the course of any dispute, and Consultant’s failure to continue work during a dispute shall be a material breach of this Agreement.

- 12.2 Attorneys' Fees.** If either Party commences an action against the other in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit.
- 12.3 Statutes of Limitation.** As between the Parties, any applicable statute of limitations for any act or failure to act shall commence to run on (a) the date of the Port's issuance of the final Certificate for Payment or termination of this Agreement, or (b) termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 12.4 Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without regard to principles of conflict of law. Consultant hereby consents to the exclusive jurisdiction of the state and federal courts in Alameda County, California and/or the United States District Court for the Northern District of California, and any actions arising out of or filed in connection with this Agreement shall be filed solely in such courts.

13. Miscellaneous

- 13.1 No Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer rights or benefits on persons or entities not party to this Agreement.
- 13.2 Time of the Essence.** Time is of the essence in the performance of this Agreement.
- 13.3 No Waiver.** Any progress payments, approvals, inspections, reviews, oral statements, or certifications by any Port representative or by any governmental entity with respect to this Agreement shall in no way limit Consultant's obligations under this Agreement. Either Party's waiver of any breach, or the omission or failure of either Party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any Party is entitled, and shall not in any way affect, limit, modify, or waive that Party's right thereafter to enforce or compel strict compliance with every provision hereof.
- 13.4 Covenant Against Contingent Fees.** As required by the Port's Purchasing Ordinance No. 4321 (as it may be amended from time to time), Consultant warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Port, at its option, may annul the Agreement or deduct from the contract price or otherwise recover from Consultant the full amount of the contingent fee. The following definitions apply to this Section:
- 13.4.1 "bona fide agency" means an established commercial or selling agency, maintained by Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain the Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.
- 13.4.2 "bona fide employee" means a person, employed by Consultant and subject to Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain the Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

13.4.3 “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.

13.4.4 “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.

13.5 Warranty of Signatories. Every person signing this Agreement on behalf of Consultant represents and warrants that such person has sufficient authority to sign this Agreement and create a valid and binding obligation on Consultant.

13.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument and all such counterparts, taken together, shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed effective as originals.

13.7 Severability. If any provision (or portion thereof) of this Agreement is found to be invalid by a court, arbitrator, or government agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. If any provision (or portion thereof) of this Agreement is prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective without affecting the remainder of this Agreement, which shall be enforceable to the fullest extent permitted by law. To the greatest extent permitted by law, the provisions of such applicable law are hereby waived so that this Agreement may be deemed to be a valid and binding agreement.

13.8 Entire Agreement. This Agreement contains the entire, exclusive, and integrated agreement between the Parties regarding the subject matter of this Agreement and shall supersede any and all prior negotiations, representations, understandings, or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by mutual written agreement by the Parties.

[Signatures Continued on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

| | |
|--|---|
| <p>PORT OF OAKLAND</p> <p>CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,</p> <p>By: _____</p> <p>DANNY WAN, Executive Director</p> <p>_____</p> <p>THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY.</p> <p>Approved as to form and legality:</p> <p>_____</p> <p>MICHELE HEFFES, Port Attorney (Or Assistant Port Attorney or Deputy Port Attorney signing on behalf of)</p> <p>Port Resolution/Ordinance No.:</p> <p>Board Approval Date:</p> <p>PA#: 2021-</p> | <p>CONSULTANT</p> <p>_____, a [State] [business form/type, i.e. corporation, etc.],</p> <p>By:</p> <p>Name: Title: Email:</p> <p>_____</p> <p>ATTEST (only if California Corp.)</p> <p>By:</p> <p>Name: Title: Email:</p> |
|--|---|

APPENDIX A

SERVICES

Consultant and Port agree that the terms and conditions set forth in the body of this Agreement or in the other Appendices supersede any term, condition, or other language in this Appendix A (or any other document attached to this Appendix A, other than Appendices A-1, A-2, A-3 and A-4) that conflicts with or is inconsistent with those terms and conditions.

[The below scope, terms and requirements are a partial list of the minimum scope and terms of Consultant's services; the complete Scope of Work will be inserted following award and prior to the finalization of any associated agreement.]

A. SCOPE OF WORK

1. **General.** Consultant shall provide the Port with the ongoing maintenance of and perform upgrades to the Port's various security systems located at the Oakland International Airport ("Airport"), including but not limited to the Physical Access Control System (PACS) and Video Surveillance Systems (VSS), (collectively referred to as the "Security Systems," as defined in Section 2 below). Consultant's services under this agreement shall be collectively referred to as "Services" and are set forth in more detail below, and shall be performed in accordance with the specifications as set forth in Appendices A-1 (Software), A-2 (Design Narrative), A-3 (Design Criteria, and A-4 (Preventative Maintenance Requirements).

2. Airport Security Systems Described.

Airport Security Systems are located throughout the Airport's 2,600-acre campus (both North Field and South Field) and generally consist of (but are not limited to) the following types of systems.

- i. Credentialing (part of Physical Access Control System)
 - a. Badge printers (ID Badging Office): HID Fargo HDP5000 / HDP6600 / Connect
 - b. HID iCLASS Seos badges, Corporate 1000 (with proximity)
- ii. Physical Access Control System (PACS)
 - a. CCURE 9000
 - b. everRun Extend (Arcserve Continuous Availability)
 - c. Business Intelligence Reporting Suite (BIRS)
- iii. Perimeter Intrusion Detection System (PIDS)
 - a. SpotterRF
- iv. Video Surveillance System (VSS)
 - a. Milestone Corporate XProtect
 - (1) Storage Area Network, provided and maintained by the Port (not a part of this Agreement)
 - (2) AXIS fixed and PTZ cameras
 - (3) Various analog cameras (via Axis encoders)
 - b. BriefCam
 - c. Agent Vi
- v. Security Operations Center (SOC)

- vi. Video walls in Airport Operations Center (AOC) and Airport Emergency Operations Center (AEOC), which serves as back-up AOC: RGB Spectrum (to be replaced as part of future project)
- vii. Integration
 - a. CCURE 9000 & Milestone
 - b. CCURE 9000 & AmberBox Gunshot Detection
 - c. Milestone & SpotterRF
 - d. Milestone & BriefCam
 - e. Milestone & Agent Vi
 - f. Milestone & RGB Spectrum
- viii. Communications / Networking
 - a. Wired and wireless (licensed and unlicensed microwave) security network provided and maintained by the Port (not a part of this Agreement, except as noted in this Appendix A, below)

Portions or individual components of these Security Systems may be referred to individually throughout this Appendix, or may be collectively referred to as “Security Systems.”

3. Task 1 - Security Systems Maintenance.

Consultant shall provide the Port with maintenance of the Security Systems, as set forth in more detail in this section below.

3.1. General Security Systems Maintenance Services

3.1.1. Initial Security Systems Audit / Testing

Consultant shall be familiar with all available documentation and maintenance records for the Security Systems, including record drawings and records available electronically within Security System applications, and assess (2) the condition (including cleanliness and adherence to cabling / labeling standards), functionality, and cybersecurity of all elements of and devices on all Security Systems. Consultant shall complete the review / assessment within ninety (90) days from the Effective Date of this Agreement and document all of the following items in a written report (“Initial Report”) to the Port:

- a. Quantity of elements / devices by type for all Airport Security Systems
- b. Software and firmware versions
- c. Password configurations / settings
- d. Operational deficiencies including cleanliness and lack of adherence to cabling / labeling standards
- e. Deficiencies in record drawings

The Initial Report will act as a verification and overview of the Security System as a whole, identifying all issues. Any items / elements of / devices on the Security Systems not identified in the Initial Report will be assumed to be in good / adequate condition and functional. Consultant shall provide a detailed line item proposal (including pricing) to correct (e.g., repair or replace) each item / element / device identified as deficient. Consultant shall identify in its Initial Report whether any updates to record drawings are necessary to address deficiencies and if so, provide the Port with a line item price to complete the updates so record drawings are up-to-date. Corrections, repairs and replacements identified in the Initial Report, if any, shall be made by Consultant, as directed by the Port.

Additionally, for the CCURE 9000 and Milestone systems, Consultant shall ensure an engineer from the manufacturer (Software House and Milestone respectively) perform a comprehensive audit of each system (including integrations between the two systems), including at least the following metrics:

- a. Cybersecurity settings and vulnerabilities (server and application)
- b. Operator permissions settings and vulnerabilities
- c. Firmware and patch updates
- d. Configurations aligned with industry best-practices
- e. System backups
- f. System performance and optimization
- g. Identification of threats or risk to Port

Consultant shall work with the Port IT Department to ensure the manufacturer's engineer is allowed secure / supervised remote access to these systems.

3.1.2. Service Call Dispatching and Tracking System

Consultant shall provide the Port with an integrated on-line (e.g., web-based) and telephonic service call dispatching and tracking system ("Dispatching and Tracking System") and train Port staff on use of the Dispatching and Tracking System. Consultant shall ensure the Dispatching and Tracking System captures (at a minimum) the data required to be reported in the Consultant's Monthly Report to the Port (see Section 3.1.3).

In addition to the Dispatching and Tracking system, Consultant shall ensure one member of the Consultant's senior leadership team (e.g., on-site technician's manager or Consultant's regional manager / local office manager) is available to the Port via telephone and email on a 24/7/365 basis. Changes to this schedule may be made by mutual agreement as approved in writing by the Port.

3.1.3. Monthly Reports

Consultant shall submit monthly reports to the Port throughout the pendency of this Agreement ("Monthly Reports"), accompanying Consultant's invoice (Consultant's invoices shall be submitted in accordance with Appendix B and Appendix B-1). . Monthly Reports shall summarize all key activities during each respective month and shall include all of the following:

- a. A summary of each service call, including all of the following:
 - (1) Brief description of incident including location and resolution / outcome
 - (2) Name of technician that responded
 - (3) Time Consultant received call from Port
 - (4) Time Consultant's technician arrived on-site
 - (5) Total time technician spent on repair
 - (6) Type of time (straight v. premium)
 - (7) Spare parts used
- b. A list of all spare parts used
- c. A list of all spare parts ordered
- d. A description of all software updates / upgrades performed
- e. A description of anticipated future software updates / upgrades (see 3.3.5)

- f. Complete inspection logs for preventative maintenance performed (see 3.3.3)
- g. Status of any upgrade work authorized by the Port (see Section 2)
- h. Recommendations, if any

3.1.4. IT Infrastructure

Consultant shall manage and maintain all Security Systems applications and shall coordinate with the Port's IT Department regarding all IT Infrastructure (IT Infrastructure includes all Port-provided and managed IT infrastructure, including communications / networking and servers / operating systems for Airport Security Systems).

3.1.5. On-Site Office / Workshop / Storage

The Port will provide Consultant with secured office space at the Airport for Consultant's on-site office and workshop / spare parts storage, with access 24 hours per day, 7 days per week, including holidays, for the duration of this Agreement. This office space will be the subject of a separate Space/Use Permit between the Port and Consultant ("Office Space").

3.1.6. Communications

Consultant shall ensure its technicians assigned to perform Services under this Agreement are provided with a cellular / mobile smart telephones and "air cards" for Consultant-supplied laptops (for high-speed internet connectivity).

Consultant shall ensure its technicians assigned to perform Services under this Agreement are provided with a digital Command Radio programmed to communicate on designated Port of Oakland UHF frequencies at the Airport.

Consultant shall use Port-owned and Port-provided computers for Consultant's access to Airport Security Systems. Consultant may not use its own computers to access Airport Security Systems without prior approval of the Port's IT Department.

3.1.7. Weekly Meetings with Port

Consultant shall attend weekly on-site meetings (lasting a duration of a 1-1.5 hr. per meeting) with Port staff (during normal business hours) to review status of all Security Systems, including number of alarms by door, camera outages, status of any repairs, planning for software upgrades, status of upcoming and on-going upgrades, etc. ("Weekly Meetings"). Consultant's on-site technicians (as described in Section 3.3.1) shall attend Weekly Meetings, along with the Consultant's on-site technicians' manager. Further, if there are any upgrade projects planned or on-going, the Consultant's assigned project manager(s) must also attend the Weekly Meetings. Consultant's regional manager / local office manager shall attend Weekly Meeting at least once per month throughout the duration of this Agreement.

3.1.8. Consultant Technician Background Investigations

Consultant shall conduct thorough and complete background / suitability investigations for all its technicians Consultant assigns to provide the Services prior to any on-site work by the technician and on an on-going basis (continuous or periodic). Consultant shall disclose the full nature, type, depth, and frequency of background / suitability investigations conducted by the Consultant. Consultant acknowledges that the Port reserves the right to conduct its own background investigations

on all technicians Consultant assigns to this contract, including those required to obtain a badge at the Airport as well as by Airport law enforcement.

3.2. Products, Including Parts and Hardware

3.2.1. On-Site Spare Parts and Management

As of the Effective Date of this Agreement, Consultant shall receive the Port's existing inventory of spare parts (new and refurbished) for the Security Systems ("Spare Parts Inventory"). Thereafter, Consultant shall assume management of the Spare Parts Inventory the duration of this Agreement. Consultant shall provide sufficient spare parts (on-site) to repair all system failures within twelve (12) hours. Within seventy-two (72) hours of the Effective Date of this Agreement, Consultant shall review the Spare Parts Inventory and notify the Port of any additional parts that must be ordered to meet Consultant's twelve (12)-hr. repair requirement. If a spare part is used, a replacement must be ordered within twenty-four (24) hours. If delivery of the replacement part is more than fourteen (14) calendar days from the date of order, Consultant shall notify the Port. If a part is no longer in production, Consultant shall provide an equivalent in-production model recommendation, subject to approval by the Port's Aviation Security Manager.

All spare parts shall be stored in Consultant's on-site office (as described in Section 3.1.5 above) or other space approved by the Port.

3.2.2. Lock Hardware

Consultant's Services include maintenance, repair, replacement, and/or upgrade of electric door hardware as necessary, including delayed egress hardware.

3.2.3. Communications / Networking

Consultant shall maintain and repair (as required) all low-voltage cabling between designated security network switch port and each Security System device (e.g., controller, camera, radar panel, etc.), including patch cords between the network switch port and patch panel. Consultant shall maintain and repair (as required) all low voltage cabling between PACS controllers and card readers and any other field device, such as door position switch, request to exit device, etc.

Consultant shall follow all cabling and labeling standards established by the Port, including IT Network Labeling Standards

Consultant shall install metal conduit, as required, for low voltage cabling to support Security Systems and shall comply with the Port's IT Conduit and Cable Standards (as applicable). Consultant shall not install any buried conduit as part of this Agreement.

3.2.4. Warranty

Consultant shall provide a one (1)-year warranty on all new and replacement parts / materials / software (supplied by Consultant or used from on-site Spare Parts Inventory) and all related workmanship, including programming, starting from the date of written acceptance by the Port.

Consultant shall also facilitate and coordinate with manufacturers for all parts / material / software that is covered by a manufacturer's factory (or extended) warranty, where applicable, and ensure the repair/replacement process for all parts covered under separate manufacturer's warranty.

3.3. Execution of Services

3.3.1. Staffing - On-Site and On-Call Technicians

Consultant shall provide the following staffing in connection with its Services, which shall be considered the “minimum staffing requirements” for Consultant’s Services under this Agreement:

- a. two full-time, on-site, highly trained technicians to perform preventative maintenance services.
- b. a crew (pool) of highly trained technicians for on-call services (service calls) for Security System repair.

Consultant’s crew (Item b, above) providing on-call services shall not include the same on-site technicians assigned to perform preventative maintenance services (Item a, above). If an on-site technician is utilized for upgrade work (described in Task 2), a fully qualified technician shall be on-site to assume his/her normal (preventative maintenance) duties. The full-time, on-site technicians and on-call repair crew shall meet all experience and certification requirements specified in the minimum qualifications.

As used in this Agreement, the “minimum qualifications” for Consultant’s technicians include all of the following:

- i. Each technician shall possess a valid Software House CCURE 9000 Advanced Integrator certification (or equivalent to highest level of certification);
- ii. Each Technician shall be considered (at a minimum) a Milestone Certified Integration Technician (or equivalent to highest level of certification);
- iii. At least one of Consultant’s on-site technicians assigned to the Port must achieve “master technician” status or certification (or equivalent) from at least Software House and Milestone, as available from the software manufacturer, to allow the technician to bypass the software manufacturer’s Level 1 and 2 technical support and get prompt assistance from a Level 3 technician / engineer;
- iv. Each technician must be eligible for, obtain and keep current an Airport-issued Security Identification Display Area (SIDA) badge (“Badge” or “Badged” as used in this Agreement, refers to this SIDA badge), including passing a fingerprint-based Criminal History Records Check and TSA Security Threat Assessment;
- v. Each technician must be eligible for, obtain and keep current a Customs and Border Protection (CBP)-authorized customs seal (Consultant will coordinate directly with CBP and Port for approval of seals, including submitting any paperwork and bond required by CBP);
- vi. Each technician must have a valid California Driver License and pass Airport-administered driving exam to drive on the ramp (non-movement area of the Airport);

Consultant shall perform repairs generally via a service call, scheduled in advance if possible (i.e., if not urgent). Should an emergency arise (e.g., urgent or critical repair), Consultant will use its on-site technicians to resolve the emergency / incident. In an emergency / incident, Consultant will provide one of the two technicians to conduct repair work for up to 16 hrs. per incident / emergency, at the Port's direction and subject to the Port's approval. If an urgent repair is anticipated to take longer than 16 hrs., Consultant shall initiate a service call. This time beyond 16 hrs. may be extended, subject to Port and Consultant's approval, or Consultant may use both on-site technicians for urgent needs and/or repair of critical systems, as determined, directed and/or approved by the Port.

Consultant shall ensure its full-time, on-site technicians are on-site at the Airport Monday through Friday, except Consultant-observed holidays. Consultant shall provide Port with a list of Consultant-observed holidays in advance. Consultant shall ensure its technicians work the following schedules, unless otherwise approved by the Port's Aviation Security Manager: One technician will work 6:00 AM to 3:00 PM and the other technician will work 10:00 AM to 7:00 PM. Consultant shall be responsible for complying with all labor and safety laws, regulations, etc. governing breaks, lunch, etc. with respect to its employees.

When a full-time, on-site technician is absent (e.g., vacation, sick leave, doctor appointment, etc.), Consultant shall provide a properly qualified / certified "fill in" technician from the crew.

3.3.2. Service Call Response Times

Consultant shall ensure a technician meeting the minimum requirements (as further described in the "minimum qualifications" section of Section 3.3.1 above, with knowledge of the Airport and affected Security System) respond 24 hours per day, 7 days per week, including holidays, within the following timeframes:

- Telephone call-back: 30 min.
- On-site: 2 hrs.

The 30-min. telephone call-back begins from the time the Port initiates the call to the Consultant and continues until the qualified technician returns the call to the Port's requestor (usually a member of the Aviation Security team or Airport Operations). The 2-hr. response time begins from the time the Port initiates the call to the Consultant and continues until a qualified technician, with all applicable tools and equipment, arrives at the designated repair location at the Airport.

3.3.3. Preventative Maintenance Program

Consultant shall perform all necessary preventative maintenance to ensure safe, secure, and reliable operations of all Security Systems. All Security Systems shall be maintained in accordance with original equipment / manufacturer recommendations. Preventative maintenance work shall be performed on a continual basis during technicians' normal working hours through the pendency of this Agreement. All services performed by Consultant, as set forth in more detail in this Section, shall be referred to, collectively, as the "Preventative Maintenance Program."

Consultant shall regularly and systematically examine, lubricate, adjust, clean, and otherwise maintain all Airport Security Systems. Preventative maintenance requirements for credentialing equipment (badge printers), PACS equipment (doors / gates and controllers), and VSS equipment (cameras) are further defined in Attachment 15. Preventative maintenance shall also include performing routine, frequent backups and/or confirming automated backups of software,

databases, configuration files, analytics rules, etc. occurred in coordination with the Port's Aviation Security and IT Departments

Consultant's technician may make minor repairs to Security Systems while conducting preventative maintenance activities if repair is estimated to take less than 30 min. to implement with parts on-hand. Consultant shall promptly notify the Port if repairs are anticipated to take longer than 30 min. or for which parts must be ordered.

Within sixty (60) days of the Effective Date of this Agreement, Consultant will develop complete and accurate electronic inspection logs to be used by Consultant's technicians in performing preventative maintenance activities (e.g., iPad checklists / e-logs with GPS or similar, barcode systems). Electronic inspection logs will list all elements of all Security Systems subject to preventative maintenance activities. Inspection logs will in general include the following elements and preventative maintenance / inspection intervals:

a. Credentialing (part of Physical Access Control System)

| Badge Printer | Required Interval | Date | Action(s) | Assigned Technician |
|---------------|-------------------|------|-----------|---------------------|
| | Monthly | | | |

b. Physical Access Control System (PACS)

| Door / Gate Number | Location | Description / Type | Controller | Required Interval | Date | Action(s) | Assigned Technician |
|--------------------|----------|--------------------|------------|-------------------|------|-----------|---------------------|
| | | | | Semi-annual | | | |

| Controller Number / Name | Location | Description / Type | Required Interval | Date | Action(s) | Assigned Technician |
|--------------------------|----------|--------------------|-------------------|------|-----------|---------------------|
| | | | Semi-annual | | | |

c. Perimeter Intrusion Detection System (PIDS)

| Radar Panel | Location | Description / Model | Required Interval | Date | Action(s) | Assigned Technician |
|-------------|----------|---------------------|-------------------|------|-----------|---------------------|
| | | | Semi-annual | | | |

d. Video Surveillance System (VSS)

| Camera Number | Location | Model | Type (Fixed / PTZ) | Controller | Required Interval | Date | Action(s) | Assigned Technician |
|---------------|----------|-------|--------------------|------------|-------------------|------|-----------|---------------------|
| | | | | | Quarterly | | | |

In addition to quarterly camera inspection / cleaning in the field, Consultant shall perform an operational check of every camera in Milestone (i.e., live streams are viewable and providing clear

images in the Milestone (consistent with the type of camera and its settings), camera is recording in Milestone in accordance with Port specified settings (e.g., continuous recording, proper frames per second and resolution, etc.), and PTZ cameras are able to be panned, tilted, and zoomed) on a weekly basis and report any inoperable cameras to the Port at the weekly meeting (see 1.1.7). In general, the Consultant must troubleshoot and repair (or replace if needed) any inoperable cameras prior to the next regularly scheduled weekly meeting with the Port using the on-site technicians and available spare parts in accordance with the requirements set forth in Section 3.3.1 above. Consultant shall promptly notify Port of any impediments to repairing (or replacing if needed) any camera prior to the next regularly scheduled weekly meeting with the Port (e.g., camera needs to be sent to factory for repair, replacement camera backordered, camera needs to be re-cabled, personnel lift is required to access camera, etc.) and identify a plan / timeline for the repair (or replacement). For cameras in critical locations (e.g., high risk doors, TSA security checkpoints, etc.), Consultant shall provide immediate repair / replacement (if necessary), at the Port's request through the initiation of a service call with Consultant.

e. Security Operations Center (SOC)

| | | | Required Interval | Date | Action(s) | Assigned Technician |
|--|--|--|-------------------|------|-----------|---------------------|
| | | | Quarterly | | | |

f. Integration

Consultant shall test all integrations (hardware or software-based), including camera call-ups (i.e., alarm triggers in CCURE 9000 call-up programmed cameras in Milestone and on RGB Spectrum OmniWall) and radar and/or video-based alarms triggering programmed events in CCURE 9000.

| | | | Required Interval | Date | Action(s) | Assigned Technician |
|--|--|--|-------------------|------|-----------|---------------------|
| | | | Semi-annual | | | |

g. Consultant shall perform all necessary preventative maintenance to ensure safe, secure, and reliable operations of all Security Systems and maintain all Airport Security Systems in a "like new" manner and in accordance with original equipment / manufacturer recommendations and industry standards.

h. Consultant shall in all instances monitor and conduct preventative maintenance as necessary, and at a minimum, in accordance with manufacturer recommendations on all Security Systems applications running on Port servers and workstations.

i. On a scheduled or emergency basis, the Port's IT Department will from time-to-time need to reboot, shut-down and restart, and/or upgrade servers and workstations that Security Systems are running on (e.g., Operating System updates, patches, etc.). As part of preventative maintenance services, Consultant shall coordinate with and support the Port's IT Department, as needed, with these as server / workstation / OS maintenance activities as it relates to Security Systems applications only (e.g., restarting Airport Security Systems application services).

j. Consultant shall be responsible for any costs incurred by the Port to repair any portion of any Security System resulting from Consultant's failure to adequately maintain Security Systems.

3.3.4. Maximum Time to Repair Critical Airport Security System Elements

The following elements of the System Systems are critical and must maintain full-time operation ("Critical Security System Elements"):

- a. Badging systems
- b. Systems with PACS software installed
- c. All PACS card readers
- d. All PACS alarm contacts
- e. All PACS controllers
- f. All power supplies and batteries
- g. All cabling between switch and PACS device (e.g., controller)
- h. All cabling between PACS controllers and devices (e.g., card readers, door position switches, etc.)
- i. Systems with VSS software installed
- j. Certain VSS cameras

Consultant shall ensure critical Security System Elements are repaired or replaced and restored to full online operation as soon as possible and in no event longer than twelve (12) hours from the time Consultant's technician responds on-site for a service call. Failure to repair critical elements of Airport Security Systems within the required timeframe may result in Liquidated Damages, in accordance with Section 9 of this Agreement).

3.3.5. Software Updates / Upgrades

Consultant shall have its subject matter experts on each Security System provide Port with monthly updates on software patches / upgrades and recommendations for timely implementation, including new feature sets and status / compatibility of required integrations.

Consultant shall perform the following services as approved by and in coordination with the Port:

- a. Perform all software updates / upgrades on all Security Systems applications (server and workstations), including version upgrades, required integrations with other software, patches, service packs, fixes, etc.
- b. Prepare written software update / upgrade plan
- c. Coordinate all software updates / upgrades with the Port's IT and Aviation Security staff.
- d. Confirm all Security Systems are fully operational (including required integrations) following software updates / upgrades
- e. Provide and install all new BIRS reports provided by Software House
- f. Perform all firmware upgrades on Security System elements (e.g., controllers, card readers, cameras, etc.)

Consultant shall perform all software updates / upgrades overnight (outside normal business hours), unless otherwise approved by the Port.

3.3.6. On-Site Training

At the request of the Port, Consultant shall provide on-site training to Port staff at a minimum of once every 6 calendar months consisting of three 2-hour training sessions on CCURE

9000 and Milestone. Consultant shall assume one session will be scheduled between 7:00 AM and 3:00 PM (at the Port's discretion / direction), a second session will be scheduled between 3:00 PM and 11:00 PM (at the Port's discretion / direction), and the third session will be scheduled between 11:00 PM and 7:00 AM the next day (at the Port's discretion / direction). All training will be scheduled in advance on dates / days mutually agreeable to the Port and Consultant. Consultant shall provide written training curriculum for Port review and approval 2 weeks prior to the scheduled on-site training. Consultant shall provide printed training content (e.g., slides, screen shots, pages from manuals, etc.) for each training participant.

The Port may request Consultant provide additional training to Port staff, including training provided by Airport Security System manufacturers; the Port will pay Consultant for this additional training based on pricing described in 1.1.9 and at hourly rates shown on Consultant's Proposal Worksheet.

3.3.7. Record Drawings

Consultant shall be responsible for maintaining current record drawings of all System Systems including all elements / devices in accordance with applicable industry standards. (See Section 3.1.1 regarding Consultant's initial review of and updates to Port-provided record drawings). Upon Consultant's request and at the Port discretion, record drawings may include records / schedules available electronically within Security System applications.

Consultant shall update record drawings to reflect any repair and/or maintenance activities performed under this contract that change field conditions depicted on record drawings (at no additional charge to the Port). Similarly, Consultant shall update record drawings to reflect any upgrade work performed under this contract (e.g., see Task 2 Services). The cost for updating record drawings for upgrade work shall be included in the cost of the respective Upgrade Project (as defined and described under Task 2 Services).

Consultant shall maintain record drawings electronically in a software program and manner acceptable to the Port. All required changes to record drawings shall be completed within 45 days following completion of field work. Consultant shall provide record drawings to the Port upon request. Electronic record drawings shall be provided to the Port in native electronic software (e.g., latest version of AutoCAD) and/or PDF as requested by the Port.

3.3.8. Operations / Maintenance Manuals

Consultant shall maintain all operations and maintenance manuals necessary to perform all Services under this Agreement. Operations and maintenance manuals may be maintained in hard copy (e.g., organized in 3-ring binders) or electronically. Operations and maintenance manuals must be kept / stored in an organized manner to facilitate quick and easy reference. Consultant shall provide Port staff prompt access to all operations and maintenance manuals upon request.

3.3.9. Scheduled Maintenance Required Downtime

Consultant shall aim for a goal of 100% Security System availability and operation at all times. Consultant shall minimize Security System downtime whenever possible. Consultant shall ensure the Security Systems are available and operating as close to 100% of the time as reasonably and practically possible. In the event the Consultant should request to take equipment and/or systems out-of-service for preventative maintenance, Consultant must request and receive Port's approval. Consultant shall notify the Port as soon as possible and at a minimum of seven (7) days in advance of such a request and shall support the request with facts and documentation as necessary to show why the downtime is necessary and appropriate.

4. Task 2 –Port-Directed Upgrade Projects

4.1 General.

Consultant shall perform additional services for the Port under this Agreement, at the Port's direction, for upgrade projects to update the Security Systems ("Upgrade Projects"). Potential Upgrade Projects are more fully described in Appendix A-2 (Design Narrative) and Appendix A-3 (Design Criteria). All Task 2 Services shall be performed at the request and direction of the Port and may be cancelled or stopped at any time.

Any Upgrade Projects performed under this Agreement will become part of the Consultant's Preventative Maintenance Program (as defined and described in Section 3.3.3, above) at no additional cost to the Port (for preventative maintenance activities) for any Security System. Consultant will update its electronic inspection logs and record drawings with any and all new elements of each Security System as necessary and appropriate.

All Services performed under this Section shall be performed in accordance with the requirements and specifications as set forth in more detail in Appendix A-2 and Appendix A-3.

Consultant shall ensure all Upgrade Project Services performed under this Section of this Agreement shall meet the following additional criteria: Airport Security Systems utilize LAN/WAN to communicate between controllers and IP devices.

- (a) Existing PACS and VSS servers are hosted virtually on VMware servers.
- (b) Utilize Commscope Systimax Category 6A cabling for new IP cable runs. Refer to Port's IT
- (c) standards for additional information.
- (d) Port IT will provide patch panels and switch ports to support additional security IP devices.
- (e) Maximum 100-meter channel length per horizontal Category cable run, including patch cord lengths. PoE extension, fiber conversion not required.
- (f) Pathways to devices are existing. Coordinate with the Port for cable pathways between equipment and also IDF rooms.
- (g) 120V power connections are existing. Coordinate with the Port for locations to provide power to equipment. The Port will provide new connections where required.
- (h) Revise record drawings to document all changes. (See Section 3.3.7).
- (i) Provide tamper-proof hardware and accessories for public-facing equipment.
- (j) Provide OSDP-compatible hardware for future migration.

4.2 Upgrade Projects Described

The Port-Directed Upgrade Projects may include the following, as directed by the Port:

- (a) iStar Pro Controller Upgrade and Migration.
- (b) an upgrade of the Port's existing (55) Software House iStar Pro controllers to Software House iStar Ultra G2 controllers.
- (c) Passenger Boarding Bridge (PBB) Cab Fixed CCTV Camera: an addition of video surveillance for in the cabs of existing (22) PBBs. This upgrade project will involve the replacement of existing analog camera in 16 PBB cabs with new 180-degree multi-sensor, fixed-view digital IP camera (Gates 1, 3, 4, 6, 7, 8, 8A, 9, 11, 14, 20, 21, 22, 23, 24, 25) with new 180-degree multi-sensor, fixed-view digital IP camera

in 6 PBB cabs (Gates 26, 27, 29, 30, 31, and 32). This project will also involve locating the camera and providing a lens to view PBB ramp service door, PBB operator console, and airplane boarding area. Consultant shall coordinate mounting height with the Port.

- (d) Passenger Boarding Bridge (PBB) Ramp Service Door Card Readers: an upgrade project to provide access control to 21 PBB ramp service doors. (Gates 3, 4, 6, 7, 8, 8A, 9, 11, 14, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32).
- (e) Digital CCTV Camera Installation (Fixed, Multi-sensor, and PTZ): an upgrade project to remove existing analog CCTV cameras (if any), provide and install new digital IP cameras, and new network IP cabling.

Consultant shall perform additional upgrade projects, as directed by the Port, with the specific scope of said additional upgrade projects to be mutually agreed upon by Consultant and the Port's Project Manager.

5. Additional Ancillary Tasks

Consultant shall perform ancillary tasks as part of its Task 1 or Task 2 Services above, subject to Port approval, which may include, but not be limited to the repair, installation or replacement of communication cabling, above ground, within or outside of Conduit ("Conduit" refers to 1" Electrical Metallic Tubing, EMT), and/or the installation or replacement of Conduit. Consultant acknowledges that under the California Labor Code, certain types of work performed under this Section may constitute "public works" as that term is defined in the Labor Code and/or Public Contract Code. To the extent that Consultant's scope of services under this agreement and/or any later amendments/supplements thereto, includes "public works," the Contractor shall comply with the Public Contract Code requirements, the prevailing wage requirements of California Labor Code Sections 1720 et seq. the Port Purchasing Ordinance, Ord. No. 4321, as amended, and any other applicable law(s), rules or regulations with respect to the workers performing such public works.

6. Health and Safety Certification

Consultant shall take all measures necessary to ensure the health and safety of all Port employees, persons at the Airport, Port tenants, and surrounding community. Additionally, At the Port's request, Contractor shall verify the COVID-19 vaccination status of all Port-assigned technicians and any other staff that work on-site at the Airport or any other Port facility.

B. APPROVED SUBCONSULTANTS

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

C. TERM OF AGREEMENT

The term of this Agreement shall be for five year(s) commencing _____ and terminating _____.

- ☒ The Port has the option of extending the Agreement for an additional two (2) years in one (1) year increments as authorized by the Executive Director and documented by a supplemental agreement to this Agreement, provided, however, that there shall be no increase in the Maximum Compensation payable hereunder.

APPENDIX A-1
SOFTWARE

1. **License.** Consultant hereby grants to the Port a fully-paid, non-exclusive, and non-transferable license to access and use the software described in **Appendix A** (the “**Software**”), during the Term, without any limitation as to the number or nature of users, machines, devices, or platforms, subject to any limitations described in **Appendix A**.
 - a. **Back-Up Copies.** The Port may make copies of the Software as reasonably necessary for back-up disaster recovery purposes only.
 - b. **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.
 - c. **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:
 - i. Sublicense use or access to any Software.
 - ii. Remove or modify any Software markings or any notice of Consultant’s or its licensors’ proprietary rights.
 - iii. 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 Consultant related to the Software shall remain exclusively with Consultant and its licensors, as applicable. The Software is licensed, not sold.

2. **Equipment.** If the Services include any “**Equipment**” (as defined in **Appendix A**), then, unless otherwise agreed in writing by the Port, Consultant will be responsible for installing the Equipment and installing the Software on the Equipment or on the Port’s systems. Consultant will be responsible for ensuring compatibility and that the Software and Equipment are functioning as intended.
3. **Delivery and Installation.** To the extent possible, Consultant will deliver Software to the Port electronically, unless otherwise requested by the Port in writing. Unless otherwise agreed in writing by the Port, and only to the extent applicable, Consultant will be responsible for installing the Software on the Port’s systems and for ensuring compatibility and that the Software is functioning as intended.
4. **Data.** As between the Port and Consultant, 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**”).

☐ Port Data shall include (without limitation): _____.

Within thirty (30) days of the expiration or termination of the Agreement for any reason, Consultant shall, at no charge to the Port and without the Port’s request:

- a. Export and deliver to the Port all data input into the Software, including (without limitation) the Port Data. Consultant shall provide such data to the Port in a format reasonably requested by the Port.
- ☐ Acceptable data formats shall include (without limitation): _____.

- b. Certify to the Port that all Port Data has been destroyed or removed from Consultant's possession and control.

5. Additional Warranties. Cumulative to any representations and warranties in the Agreement:

- a. The Software is compatible for access and use on the Port's systems and devices. The Software (and, if applicable, the Equipment) will operate in all material respects as described in its product descriptions and/or documentation provided or published by Consultant. For all Equipment, Consultant will ensure that any manufacturer warranties are in the name of the Port, or transferred promptly to the Port, such that the Port has all benefits of any such warranties.
- b. The Software (and, if applicable, the Equipment) will not contain or deliver any 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.
- c. Consultant will use all commercially reasonable best practices to ensure the security, safety, and integrity of all Port Data.
- d. Consultant has all right, title, and authority necessary to grant any licenses or provide any Software, the Equipment (if applicable), 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.
- e. The Software (and, if applicable, the Equipment) 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.

6. Additional Bankruptcy Provisions. All rights and licenses granted under or pursuant to this Agreement are and shall be deemed to be, for purposes of 11 U.S.C. § 365(n), licenses of rights to "intellectual property," as defined under 11 U.S.C. § 101. 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.

Consultant hereby agrees and consents that, in the event an order for relief under the U.S. 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 Consultant 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).

APPENDIX A-2
DESIGN NARRATIVE
[*See Attached*]

APPENDIX A-3
DESIGN CRITERIA
[See Attached]

APPENDIX A-4

PREVENTATIVE MAINTENANCE REQUIREMENTS

[See Attached]

APPENDIX B

PAYMENT

1. **Services.** The Port will pay Consultant for Services, a Maximum Compensation defined below, which sum includes costs for reimbursable expenses, if any.

| | |
|-----------------------------|-----------|
| Maximum Compensation | \$ |
|-----------------------------|-----------|

The Maximum Compensation shall be full compensation for all Services required, performed or accepted under this Agreement. If the Port and Consultant previously executed a purchase order for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Agreement and the previous payments deemed payments against the Agreement Price established in this Appendix.

The Maximum Compensation may only be increased if such increase is: (a) consistent with all applicable laws and regulations (including, without limitation, the Port's Purchasing Ordinance); (b) consistent with the applicable action authorized by the Board of Port Commissioners; and (c) documented by a supplemental agreement to this Agreement approved by the Executive Director. Any other increases shall only be allowed with a duly adopted authorizing resolution by the Board of Port Commissioners.

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

- | | |
|--|--|
| <input type="checkbox"/> upon completion of the work | <input type="checkbox"/> as invoiced |
| <input checked="" type="checkbox"/> monthly | <input checked="" type="checkbox"/> as set forth in the attached schedule. |

3. **Reimbursable Expenses Allowed?**

- ☐ **No.** There are no reimbursable expenses allowed under this Agreement.
- ☐ **Yes.** The Port will reimburse Consultant for the reasonable costs and expenses set forth below, provided they have been pre-approved in writing by the Project Manager. Any other costs or expenses not listed will not be allowed.

3.1 **Travel Costs.** Consultant shall obtain written approval of the Project Manager for all travel costs prior to submitting the invoice for reimbursement of these costs. The Project Manager will review and determine, in the Port's sole discretion, whether the travel costs are reasonable and reimbursable based on the equivalent standards and procedures set forth in the Port's Travel Authorization and Reimbursement Policy/Administrative Policy No. 406. (The Port will provide a copy of AP 406 to Consultant upon request.)

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

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

- ☐ **Limits:**

4. **Invoices.** All payments shall require a written invoice from Consultant in a form acceptable to Port. Port shall make payment on approved amounts within each invoice within 30 days of receipt. **Original invoices shall be sent to:**

Port of Oakland, Accounts Payable, P.O. Box 28413, Oakland, CA 94604

Or emailed to accountspayable@portoakland.com, referencing the purchase order number and/or contract number in the subject line.

5. **Maintenance Bond.** Consultant will obtain and issue a Maintenance Bond in the form attached hereto as Appendix G.

APPENDIX B-1
PAYMENT SCHEDULE AND RATES.

A. PAYMENT SCHEDULE

Consultant shall submit accurate invoices to the Port on a monthly basis due no later than thirty (30) days after the end of each calendar month, submitted to the Port in accordance with Appendix B, Section 4 (Invoices). Invoices shall include an itemization of recurring monthly charges (e.g., for on-site technicians) as well charges for upgrade projects completed to the Port's satisfaction in that month. Inaccurate invoices, late invoices, or incomplete invoices will result in the application of administrative fees. See Agreement, Section 10 (Administrative Fees). Invoices which include charges for parts or materials shall include supporting documentation acceptable to the Port evidencing the part or material purchase, including the amount paid and quantity purchased.

B. RATES

1. Rates for Task 1 Services.

Task 1 Services shall be billed at the rates as set forth in more detail below.

a. Services Billed at Hourly Rates.

[to be inserted]

Table 1.1 – Hourly Rates

[to be inserted]

b. Services Billed at Flat Rates.

[to be inserted]

Table 1.2

[to be inserted]

c. Rate Adjustments for Task 1 Services (Contract Years 2 through Termination).

Consultant may request a rate adjustment for Task 1 Services no more frequently than once annually for the ensuing Contract Year (as used in this Agreement, the term "Contract Year" refers to the twelve month consecutive period of time, the first Contract Year beginning on the Effective Date and terminating on June 30 of the following year, and each subsequent Contract Year beginning on July 1 thereafter), beginning in Contract Year 2 through the Termination of this Agreement. The amount of the rate adjustment requested shall not exceed the actual increase in Consultant's cost to perform services that can be documented by the Consultant to the Port's satisfaction. Additionally, the requested rate adjustment shall not exceed the change in Consumer Price Index (as defined below). Any request for a rate adjustment shall be submitted to the Port in writing no less than ninety (90) calendar days prior to the end of the current Contract Year, and rate adjustments approved by the

Port shall be effective as of the beginning of the ensuing Contract Year.

For the purposes of this Agreement a “change in the Consumer Price Index” shall mean the difference between the Consumer Price Index, Urban Wage Earners and Clerical Workers, (base year 1982 - 1984 = 100) for the San Francisco – Oakland - San Jose CMSA, published by the United States Department of Labor, Bureau of Labor Statistics (“Index”) published most immediately preceding the most recent anniversary of the Commencement Date (“Extension Index”) and the Index published most immediately preceding the commencement of the prior term (“Beginning Index”).

2. Rates for Task 2 Services.

2.1. Consultant’s Task 2 Services shall be billed in accordance with one of two method(s), authorized in writing by the Port’s Project Manager, described as the lesser of either (1) the flat rates set forth in Table 2.1 below; or (2) the hourly rates as set forth in Table 1.1 above.

Table 2.1

[to be inserted]

2.2. Rate Adjustments for Task 2 Services (Port-Directed Upgrade Projects)(Contract Years 4 through Termination).

Consultant may request a rate adjustment for Task 2 Services no more frequently than once annually for the ensuing Contract Year (as defined in Section 1, above), beginning in Contract Year 4 through the Termination of this Agreement. The amount of the rate adjustment requested shall not exceed the actual increases in Consultant’s cost to perform services that can be documented by the Consultant to the Port’s satisfaction. Additionally, the requested rate adjustment shall not exceed the change in Consumer Price Index (as defined in Section 1, above). Any request for a rate adjustment shall be submitted to the Port in writing no less than ninety (90) calendar days prior to the end of the current Contract Year, and rate adjustments approved by the Port shall be effective as of the beginning of the ensuing Contract Year.

3. Parts / Materials, Tax, Shipping & Handling Costs, Sales Tax, and Equipment (including Rental Equipment)

Consultant may charge the Port for the following in connection with its Services, in accordance with Appendix B (Payment), Section 4 (Invoices) and this Appendix B-1, Section A (Payment Schedule):

- a. Parts and materials: Consultant may charge the Port no more than Consultant’s direct purchase price plus allowable markup (not to exceed 15% of the direct purchase price).
- b. Shipping & handling (including delivery of parts/materials to Airport): Consultant’s shipping/handling costs charged to the Port shall not to exceed 10% of Consultant’s direct purchase price for the part(s)/material(s) shipped, unless otherwise approved in writing by the Port.
- c. Sales Tax: Consultant may charge the Port for reimbursement of sales tax for California / Oakland, as applicable and paid by Consultant in connection with Consultant’s Services.
- d. Equipment (Including Rental Equipment): For equipment rented or otherwise furnished by Consultant, including large trucks, cranes, pumps, personnel lifts, and other special equipment, as directed and approved in writing by the Port: Consultant may charge

the Port the approved rental rate plus applicable markup (no more than 10% for equipment without an operator; no more than 15% for equipment requiring an operator) (approved rental rate for equipment shall be lowest of current rental rate for equipment, California Department of Transportation (Caltrans) rate, or Consultant's own equipment rental rate as set forth in the below Table 3.1).

Table 3.1 – Equipment Rates

[to be inserted]

C. Other Billing Considerations.

1. Consultant shall not invoice the Port for shipping / handling / delivery costs (See Section B(3)(b) above) on any software Consultant is able to download from manufacturer or otherwise receive electronically (e.g., email).

2. Consultant shall use Port-provided parts / materials (See Section B(3)(a) above) when directed by the Port to do so, and shall not invoice the Port for any such Port-provided parts / materials.

3. When the Port initiates a service call, Consultant shall bill at hourly rates set forth in Table 1.1, above. Straight-time rates shall apply 8:00 AM to 5:00 PM, Monday through Friday, excluding Consultant-observed holidays. Premium rates shall apply from 5:01 PM to 7:59 AM, Monday through Friday and all-day Saturday, Sunday, and Consultant-observed holidays. Consultant shall bill the Port for the technician's actual time spent on-site at the Airport affecting repair(s) on a Security System, starting from when he/she arrives at the Airport ready to initiate repairs until he/she completes the repair and leaves the Airport. Consultant shall not charge or invoice the Port for Consultant's technician's time traveling to/from the Airport. Consultant shall not charge the Port any "minimum times" that may be greater than technician's actual time spent on-site at the Airport.

4. If Consultant is unable to meet the minimum Staffing requirements (as set forth in more detail in Section 3.3.1) due to a short-notice employee absence (e.g., sick leave) and a "fill in" technician is not available for the full day, Consultant shall issue to the Port a billing credit equivalent to the sum of the applicable hourly rate times the number of hours Consultant did not meet the minimum staffing requirements. Any billing credits under this section shall be applied by Consultant to invoices for future service calls.

APPENDIX C

INSURANCE

1. Commercial General Liability Insurance

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

2. Business Automobile Liability Insurance

- **Coverage:** Standard ISO Business Automobile Liability form for all owned, non-owned and hired automobiles.
- **Limits:** \$1,000,000 each accident, 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.

3. Contractor’s Pollution Legal Liability Insurance

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

4. Workers’ Compensation and Employer’s Liability Insurance

- **Coverage:** Statutory Workers’ Compensation and Side B Employer’s Liability form.

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

5. Professional Liability Insurance

- **Coverage:** For errors and omissions arising out of the Services.
- **Limits:** \$1,000,000 per claim and annual aggregate; \$2,000,000 per claim and annual aggregate for prime designers for Capital Improvement Projects (CIP) with greater than \$50,000,000 in construction value.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per claim unless otherwise approved by the Port Risk Management.
- **Additional Term:** 2 years after completion and acceptance of the Services.
- If the Services involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Services involve outsourced technology or internet services, Network and Media Liability coverage.
- 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.

Other Insurance Requirements:

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

APPENDIX D

PARTIES

CONSULTANT

Full Legal Name of Consultant:

Corporate Address:

Form of Business Entity (Check one)

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

If Corporation, LLC, LP, LLP:

(Required Information)

**Agent for Service of Process
(Name and Address)**

Contact Individual / Position:

Telephone No.:

Facsimile No. (if any):

E-Mail Address:

Website (if any):

Tax Identification No.:

PORT

| | |
|------------------------------|---|
| Division Director | |
| Project Manager | |
| Port's Notice Address | [Project Manager Name] Port of Oakland 530 Water Street Oakland, CA 94607 |

[CONSULTANT]

Professional Services Agreement

APPENDIX D
LEGAL-393563794-217

APPENDIX E

FAA AIP GRANT-REQUIRED PROVISIONS

The following provisions are required in all Port contracts because of the Port's participation in the FAA Airport Improvement Program (AIP). Consultant shall fully comply with all of the following provisions and shall also include each these provisions in all of its contracts and subcontracts related to this Agreement.

Note: Consultant is sometimes hereinafter referred to as "Contractor" and the Port is sometimes hereinafter referred to as "Sponsor". These provisions, as worded below, are required as a result of the AIP and may not be amended.

A. 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.

B. Compliance With Nondiscrimination Requirements.

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

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-Discrimination:** The Contractor, with regard to the work performed by it during the Agreement, 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 Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 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.
- 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.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - Cancelling, terminating, or suspending an Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 1 through 5 above 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.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, 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).

D. Fair Labor Standards Act.

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

E. Occupational Safety and Health Act.

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

APPENDIX F
INDEMNIFICATION

- A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782, 2782.6, and 2782.8), Consultant shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless the Port and its officers, agents, departments, officials, representatives, and employees (collectively, “Indemnitees”) from and against the Liabilities.

“Liabilities” means any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, paralegal and attorneys’ fees (including costs attributable to in-house paralegals and attorneys), Port staff costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that:

- (1) Arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant, who provide design professional services governed by California Civil Code Section 2782.8; and
- (2) For Services not governed by California Civil Code Section 2782.8, arise from or relate to, directly or indirectly, in whole or in part:
 - (a) the Services, or any part thereof,
 - (b) any negligent act or omission of Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant,
 - (c) 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 the Port, or any of the other Indemnitees, of any of the articles or Services to be supplied in the performance of this Agreement (including any Software or Equipment, as defined in the Services), and/or
 - (d) 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 Consultant or any Subconsultant.

Such obligations to defend, hold harmless, and indemnify any Indemnitees shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

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

B. *The following provision shall only apply to the extent that Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant, who provide design professional services governed by California Civil Code Section 2782.8:*

- (1) Port shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. Port shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provisions is on Consultant. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.
- (2) If there is an obligation to indemnify under this Agreement, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

APPENDIX G

MAINTENANCE BOND

THIS MAINTENANCE BOND ("Bond") dated _____ is in the penal sum of one hundred percent (50%) of the Contract Sum, which is _____ Dollars (\$ _____), and is entered into by and between the parties listed below to ensure the faithful performance of the warranty provisions contained in the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Sections 1 through 12, attached to this page. Any singular reference to _____ (the "Contractor"), _____ (the "Surety"), City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

OWNER:

CONSTRUCTION CONTRACT:

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

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

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

CONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address

Contact Person

Telephone Number

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

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

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



RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

Attachment 12

Design Narrative
(II.A Section 2 – Upgrade Projects)



Oakland International Airport – Master Integrator RFP

Design Narrative

August 11, 2021

TEECOM
50 California Street, Suite 1500
San Francisco, CA 94111
+1 (510) 337-2800

A. Introduction

1. Background

The Port of Oakland - Oakland International Airport (OIA), located at 1 Airport Drive, Oakland, California (herein "Owner"), intends to perform a series of security system upgrades for the Airport campus located at 1 Airport Drive, totaling approximately 2,600 acres (herein "Project").

This narrative represents design criteria for the technology systems for 1 Airport Drive. The design-build Contractor should apply best practices, industry standards, and industrial codes to maintain the design intent outlined in this narrative.

2. Design Basis

This narrative was developed by TEECOM using the following resources:

- a. Industry codes, standards, and guidelines
- b. Discovery meetings with OIA
- c. Review of the current facility

B. Airport Security System Upgrade Projects

When working on the Physical Access Control System (PACS) and Video Surveillance System (VSS), plan for all work to be performed during non-work hours. Coordinate with the Port if security guard is required at locations when equipment is offline.

Part 1. iStar Pro Controller Upgrade and Migration:

- a. The Port intends to upgrade its existing (55) Software House iStar Pro controllers to Software House iStar Ultra G2 Controllers.
- b. Scope of Work
 - i. Coordinate software license version upgrades for PACS and VSS with the Port and manufacturers prior to start of work.

Dallas
London
Los Angeles
New York
Portland
Seattle

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- ii. Configure new controllers with doors one week prior to install. Build/provision all new controllers at offsite location and burn-in for 24 hours. Test controllers and ensure 100% functionality prior to delivering to site.
- iii. When implementing controllers on site, utilize manufacturer's software for data migration. Ensure software configurations, employee clearances, schedules, and door alarm events have been programmed to Owner's standards, and properly transferred to new controllers.
- iv. Confirm all devices connected to panel are operational. Identify devices that are not functioning.
- v. Confirm panels are configured to encrypt data.
- vi. Confirm cardholder database is backed up and current.
- vii. Ensure panels are online and download card holder database
- viii. Provide new cable labels that comply with the Port's labeling standards.
- ix. Cutover devices from old panels to new panels.
- x. Test all devices that were cutover to ensure proper operation (i.e. led light flashing colors, alarm messages, reporting status, battery backup power, network outage, etc.)

c. Assumptions

- i. The Port will utilize their existing access control cards and no new cards will be required.
- ii. Utilize existing equipment enclosures. Provide mounting adaptors for new control boards.

d. Manufacturer:

- i. Software House #iStar Ultra SE G2, controller boards and mounting adaptors

Part 2. Passenger Boarding Bridge (PBB) Cab Fixed CCTV Camera:

- a. The Port intends to provide video surveillance in the cabs of existing (22) PBBs.
- b. Scope of Work
 - i. Replace existing analog camera in (16) PBB with new multisensor 180 degree view digital IP camera (Gates 1, 3, 4, 6, 7, 8, 8A, 9, 11, 14, 21, 22, 23, 24, 25)
 - ii. Provide new multisensor 180 degree view digital IP camera in (6) PBB (Gates 26, 27, 29, 30, 31, and 32)
 - iii. No upgrade required at Gates 5, 9A, 10, 12, 15, and 17

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- iv. Locate camera to view PBB ramp service door, operator console, and airplane boarding area. Coordinate mounting height with the Port.
 - v. Utilize high-flex RG6 coax cable provided in “Passenger Boarding Bridge (PBB) Ramp Service Door Card Readers” project to transport video via TCP/IP.
 - vi. At Passenger Boarding Bridge Gate 1, provide IP-to-Coax transceiver pair and manufacturer’s power supplies. Locate one transceiver within Operator Control Console, and the other within building.
 - vii. At other Passenger Boarding Bridge Gates, provide new Category cabling from camera to IP-to-Coax transceiver and from transceiver within building to network switch/patch panel.
 - viii. Provide (1) new license per camera. Coordinate static IP addresses with the Port.
 - ix. Update existing graphic maps within Milestone per Port’s standards.
- c. Manufacturer: Provide the following cameras, or newer equivalent within same product line at the time of procurement.
- i. Axis #Q3819-PVE, interior/exterior 180 degree view

Part 3. Passenger Boarding Bridge (PBB) Ramp Service Door Card Readers:

- a. The Port intends to secure 21 PBB ramp service doors with new access control equipment (Gates 3, 4, 6, 7, 8, 8A, 9, 11, 14, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32).
- b. No upgrade required at Gates 1, 5, 9A, 10, 12, 15, and 17
- c. Scope of Work
 - i. Provide door controller, interior exit card reader, exterior entry card reader, magnetic lock, SPST door contact, door release, and local speaker.
 - ii. Provide voice module and integrate with local speaker to play Port-provided recorded message upon door held open (DHO) and door forced open (DFO) alarms. Local speaker to reset when alarm is remotely reset via PACS or after set amount of time. Coordinate with the Port for programming requirements.
 - iii. Provide IP66-rated security equipment cabinet and mounting panel to mount door controller, voice module, IP-to-Coax transceiver (and associated power supply), and power supply boards. Provide slotted wiring duct to manage wiring. Provide tamper switch to monitor enclosure.
 - iv. Provide batteries within security equipment cabinet and adequately sized to support (4) hours of operation.

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- v. Provide four-state End of Line (EOL) resistors to monitor status/tamper of devices.
- vi. Coordinate electrified door hardware with the Port. Provide z-bracket to mount and align magnetic lock components. Configure system for lock to drop power when door release is activated. Physically reset door release with key.
- vii. Provide high-flex RG6 coax cable (no splices allowed). Perform site walk prior to procurement to measure required cable length.
- viii. Provide IP-to-Coax transceiver pair and manufacturer's power supplies. Locate one transceiver within security equipment cabinet, and the other within building. Provide new Category cabling from camera and door controller to transceiver and from transceiver to network switch/patch panel.
- ix. Provide new cable labels that comply with the Port's labeling standards.
- x. Test all devices to ensure proper operation (i.e. led light flashing colors, alarm messages and notifications, reporting status, battery backup power, network outage, etc.)

d. Assumptions

- i. Pathways from building to PBB are existing.
- ii. 1000 feet of high-flex RG6 coax cable per PBB.

e. Manufacturer, or approved equal:

- i. Software House #iStar Edge G2 – network-based door controller and equipment enclosure
- ii. Software House #SWH-4200, Pinpad card reader
- iii. Dortronics #S510-S35, Door release pull station, yellow
- iv. Amseco #VSD-208, Audio driver and voice module
- v. Ademco #746, Local speaker
- vi. Interlogix #NX-005-C, Plunger-style tamper switch
- vii. GE Security #1076, Alarm contact switch
- viii. Securitron #M32, Electromagnetic lockset
- ix. Securitron #AQD6, Dual voltage power supply board, provide additional power distribution boards, rated for 2 amps per output port
- x. Veracity #VHW-HWPS-C2, IP-to-Coax transceiver
- xi. Hoffman #CSD24246, IP66-rated 24"Hx24"Wx6"D solid steel enclosure with solid, continuous-hinged door w/ locking cylinder/core, key (to match Port standard), and removable back plane for mounting security devices
- xii. Panduit #Type-F, Narrow slot wiring duct

Part 4. Digital CCTV Camera Installation (Fixed, Multi-sensor, and PTZ):

- a. The Port intends to remove existing analog CCTV cameras, and provide new digital IP cameras and network IP cabling.
- b. Provide pricing per camera upgrade type for (1) installation, including but not limited to the following types: interior fixed view, exterior fixed view, interior/exterior 180 degree, interior/exterior 360 degree multi-sensor, and exterior PTZ.
- c. Scope of Work
 - i. Remove existing analog CCTV cameras and provide new digital IP cameras. Provide mounting accessories and associated labor where required. Provide lens to achieve original camera field of view intent (or enhanced view per Port approval). If no camera found at designated location, credit the Port back the value for not performing work.
 - ii. Coordinate work for implementation of new camera while decommissioning existing camera for continuous video recording and minimal loss of video coverage.
 - iii. Provide new Category cabling. Coordinate IDF homerun location and cable pathways with the Port.
 - iv. Provide (1) new license per camera. Coordinate static IP addresses with the Port.
 - v. Coordinate with the Port for camera settings (i.e. frame rate, video compression, resolution, recording settings, storage retention requirements).
 - vi. Coordinate with the Port for integration into PACS.
 - vii. Properly dispose of decommissioned equipment, or hand handover to the Port at the Port's discretion.
 - viii. Update existing graphic maps within Milestone per Port's standards.
- d. Assumptions
 - i. No new video storage.
 - ii. Demolition and removal of 100-meter of cabling in existing cable pathways.
 - iii. Provide maximum 100-meter channel length per horizontal Category cable run, including patch cord lengths. PoE extension, fiber conversion not required.
- e. Manufacturer: Provide the following cameras, or newer equivalent within same product line at the time of procurement.
 - i. Axis #Q3517-LV, interior fixed view
 - ii. Axis #Q3527-LVE, exterior fixed view
 - iii. Axis #Q3819-PVE, interior/exterior 180 degree view
 - iv. Axis #P3719-PLE, interior/exterior 360 degree multi-sensor
 - v. Axis #Q6155-E, interior Pan-Tilt-Zoom (PTZ)
 - vi. Axis #Q6315-LE, exterior Pan-Tilt-Zoom (PTZ)

C. Implementation References

The Airport Security System implementation will comply with national, state, local and other binding building and fire codes, including the following:

- a. Radio Technical Commission for Aeronautics, Inc. (RTCA)
 - i. Standards for Airport Security Access Control Systems
- b. National Fire Protection Agency (NFPA)
- c. California Code of Regulations (CCR) Title 24, California Building Standards Code
- d. Part 2, "California Building Code" (CBC)
- e. Part 3, "California Electrical Code" (CEC)
- f. California Fire Code (CFC)
- g. California Mechanical Code (CMC)
- h. FCC Regulations:
 - i. Part 15 – Radio Frequency Devices & Radiation Limits
 - ii. Part 68 – Connection of Terminal Equipment to the Telephone Network
- i. Underwriter's Laboratories (UL): Applicable listing and ratings.
 - i. UL 294: Access Control System Units
 - ii. UL 1076: Proprietary Burglar Alarm Units and Systems
 - iii. UL 2044 Commercial Closed-Circuit Television Equipment
- j. Illuminating Engineers Society of North America (IESNA)

D. Cabling Requirements

1. Airport Security Systems
 - a. Provide plenum-rated jackets (type CL2P, CL3P, or CMP) on cables installed indoors where required by code.
 - b. Provide PVC or PE jackets for cables, and flooded-type cables to prevent water intrusion where installed outdoors, underground, and/or within slab-on-grade. Provide transition of outdoor/underground cables to indoor cables within 50 feet of entering the building.
 - c. Provide surge protection when security cables enter buildings from outdoor devices. Route ground conductor to nearest electrical ground.
 - d. Dedicated cable support is required for security cables when not within primary pathways (such as cable tray). Coordinate work with the Port for use of pathways/cable support.
 - e. Utilize manufacturer's recommended cabling between card reader and door controller.
 - f. Manufacturers:

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- i. Windy City Wire
- ii. Belden

2. PBB High-flex Coax Cable

- a. Provide stranded 75-ohm RG6 coaxial cable, rated for ultra-flexible outdoor applications. Provide outdoor-rated jacket (type TPE). Utilize 75-ohm BNC connectors for equipment connectors.
- b. Protect exposed cabling from sunlight/UV radiation by utilizing existing pathways and providing weatherproof covering or wrap for exposed segments.
- c. Locate expansion loop at all moving joints and pivot points. Provide additional expansion loop underneath PBB adjacent to security equipment cabinet.
- d. Terminate within 50 feet of entering the building to IP-to-Coax transceiver. Provide grounding cable for cable shielding, and route grounding cable to nearest electrical ground.
- e. No type wraps allowed for exterior cable supports. Provide stainless steel banding straps.
- f. Manufacturer, or approved equal:
 - i. Clark Wire and Cable #CD7506F, high-flex RG6 coax cable

3. Network IP Cabling

- a. Provide Category 6A cables for devices requiring TCIP/IP communication.
- b. Abide by the Port's requirements for network infrastructure.
- c. Presume 100-meter channel length, including patch cords, per new cable installation.
- d. Manufacturer, or approved equal:
 - i. Commscope Systimax and associated modular connectors

E. Labeling Requirements

Cable installations will fulfill the following requirements.

1. General Requirements

- a. Meet with the Port or dedicated representative for the labeling standards. Document and submit examples as submittal.
- b. Requirements outlined in Design Criteria are baseline requirements. The Port's standards supersede Design Criteria.
- c. Label security system components. Components include, but are not limited to:
 - i. Equipment Enclosures
 - ii. Security Devices
 - iii. Wires and Cables

- iv. Patch panels, and the termination positions within the patch panels.
 - d. Labels shall coincide with device IDs used on the record drawings and as-builts.
 - e. Degrease and clean surfaces to receive labels.
2. Security Devices
- a. Label devices associated with the security system with a permanent machine-generated, laminated, label. Use 12-point Helvetica text with a clear background. Use white or black lettering depending upon the color of the device.
 - b. Label each device in a concealed location with the system point number and IP address.
3. Wire and Cable
- a. Identify wire and cable clearly with permanent machine-generated labels wrapped about the full circumference within one inch of each connection.
 - b. Indicate the cable ID designated on the associated field or shop drawings or run sheet, as applies.
 - c. Assign wire or cable designations consistently throughout a given system; i.e., each wire or cable to carry the same labeled designation over its entire run, regardless of intermediate terminations.
 - d. Provide labels where wire and cable first enter and exit from conduit, junction or distribution boxes; locate labels within six inches of the point of exit.
 - e. Positional labels so they are clearly visible without the need to remove wire management or other obstructions.
 - f. Label cables at both ends of each run and within pull and junction boxes using machine-generated wrap-around labels.

F. Warranty Requirements

1. Provide a completely functional and operational security system. Warrant all work for a period of one year from the date of written acceptance by the Port. The warranty shall cover system operation/performance, equipment, software, programming, parts, and labor. Refer to RFP for additional warranty and maintenance requirements.
- a. The Port will maintain network cabling installations after one year from date of written acceptance.

G. Network Requirements

1. The security subsystems will utilize the Port's LAN/WAN. Coordinate with the Port's IT department for network configuration and static IP addresses.

H. Substitutions Requirements

1. Where products are noted as "or equal", a product of equivalent design, construction, and performance is considered. Include in the product data submittal: catalog cuts, product information, and pertinent test data required to validate that the submitted product is in fact equivalent to specified product.
2. Only one substitution allowed for each product specified. Do not provide substituted material, processes, or equipment without written authorization from the Port or dedicated representative. Assumptions on the acceptability of a proposed substitution, prior to acceptance by the Port or dedicated representative, are at the sole risk of Contractor.
3. The burden of proof rests with the Contractor that the substituted product is equivalent or better than the specified product. When the Port or dedicated representative accepts a substitution in writing, it is with the understanding that the Contractor guarantees the substituted product, component, article, or material to be equivalent to the one specified and dimensioned to fit within the construction according to contract documents. Approved substitutions do not relieve the Contractor of responsibilities for the proper execution of the work, or from provisions of the Specifications.

I. Submittal and Shop/As-built Drawings Requirements

1. Qualifications: Submit the following for review and comment at the beginning of the project.
 - a. Resumes of the project manager, general foreman, lead technician(s), and subcontractors indicating role, years of experience, product certifications and training, listing of similar projects the individual performed the role proposed for this project along with client contact information for each.
 - b. Certification letters from manufacturers of major system components stating Contractor is an authorized reseller, installer, and extended warranty provider for the specified security systems.
 - c. Refer to RFP for additional qualification requirements.

2. Prior to procurement, winning bidder will submit complete submittals in pdf format to the Port for approval. Complete submittals are comprised of shop drawings and product data sheets as detailed below and related sections (covering specific security systems). Incomplete or partial submittals will be rejected. Submittals will be reviewed twice, and subcontractors will be back-charged for any additional submittals. Required submittals include the following:
 - a. Written detailed project description
 - b. Project schedule
 - c. Product data sheets – products and accessories used in project will be clearly indicated by arrows or brackets.
 - d. Door schedule including, but not limited to: door number, floor number, sheet number, IDF designation, ACM panel designation, Fail/Safe or Fail/Secure identifier, and associated devices
 - e. Voltage drop calculations demonstrating less than ten percent voltage loss to individual security devices
 - f. Battery calculations showing backup support of security equipment and locks (except egress hardware with local power supplies) for 4 hours.
 - g. Shop Drawings
 - i. Shop drawings shall document Contractor's intent to execute the work and shall include the following:
 - ii. Title sheet and index
 - iii. Floor plans showing device locations, cable lengths/routing, and identified pathways
 - iv. System block diagrams
 - v. Point-to-point wiring diagrams
 - vi. Specific wiring details and device mounting/installation details
 - vii. Security Device Schedules:
 - viii. Devices by floor
 - ix. Unique device name and number
 - x. Security controller/location
 - xi. Interfaces, interlocks
 - xii. IP address
 - xiii. MAC address
 - xiv. Master/substation intercom calling locations
3. Samples
 - a. Submit samples as required for proper coordination and installation of custom mounted equipment. Examples of samples that may be required include:

- b. Screenshots showing graphical floor plan maps indicating:
 - c. Active functional icons
 - d. Secure areas/zones
 - e. Camera field of views
 - f. Labeling examples for equipment, cables, devices, etc.
4. Submittal Requirements at Closeout:
- a. Pre-functional Testing test results documentation, submitted to the Port or designated representative for review and comment.
 - b. Functional acceptance Testing test results documentation, developed during system functional demonstrations with the Port or designated representative.
 - c. As-Built Drawings: submit as-built drawings that include approved block diagram, riser diagram, wiring diagram, floor plans, and reflected ceiling plans, and site plans showing device locations.
 - d. O&M Manual: submit O&M Manual as a binder or soft copy (bookmarked PDF) including the following, at a minimum:
 - e. Warranty statement and service protocol (guidelines, contact numbers, etc.)
 - f. Maintenance requirements
 - g. Include information for the network switches and ports.

J. Acceptance Testing Requirements

1. Overview
- a. Provide testing activities to ensure the security system operates properly and per the Port's requirements. When testing, follow the manufacturer's written test procedures and the Port's test procedures for each type of device and system.
 - b. Perform testing activities after-hours or on weekends when the system is not being actively utilized. This will minimize the amount of irrelevant activity in the system activity reports that will be used as a record of the Functional Testing and Acceptance Testing test results documentation.
2. Pre-Functional Testing
- a. Pre-functional Testing represents a complete and documented test of the security systems. At a minimum, Functional Testing shall demonstrate proper operation of security system components, including: devices, sensors, switches, power supplies, controllers, input/output boards, relays, network communications, and associated accessories and appurtenances required for system functionality.

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- b. Perform Pre-functional Testing of security systems to verify correct operation prior to scheduling the Acceptance Testing.
- c. Document the results of the Pre-functional Testing and submit to the Port or designated representative along with system activity reports for approval.
- d. Pre-functional Testing test results documentation shall be reviewed and approved prior to scheduling the Acceptance Testing.

3. Functional Acceptance Testing

- a. Coordinate and provide Functional Acceptance Testing with the Port to demonstrate proper operation of security system components including system integration, programming, operational capabilities, and functional performance.
- b. Perform Functional Acceptance Testing of the security systems in the presence of the Port or designated representative to demonstrate fully functional and completely operational security systems.
- c. Submit Acceptance Testing test results, documentation, and punch lists/deficiencies/corrections to the Port or designated representative for approval prior to Substantial Completion and the start of the Warranty period.

~End of Document~

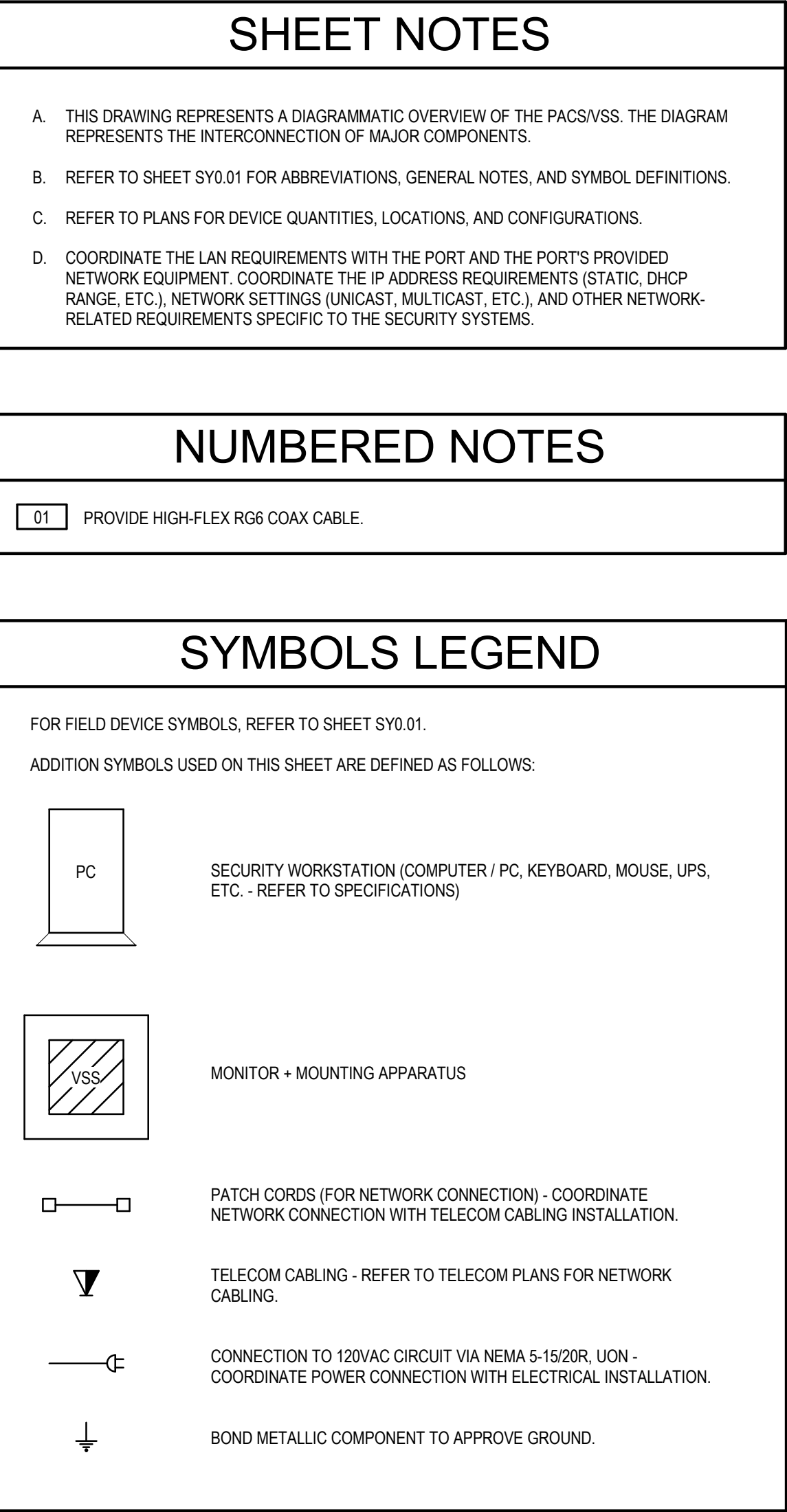


RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

Attachment 13

Design Criteria Drawings
(II.A Section 2 – Upgrade Projects, Part 3)

| ABBREVIATIONS | | | SECURITY SYMBOLS | | GENERAL NOTES | | SHEET INDEX | | PORT OF OAKLAND | | | | | |
|---------------|--|----------|--|------------------------------|---|--|-------------|--|-----------------|--|-----------|--|--|--|
| (E) | EXISTING | MDF | MAIN DISTRIBUTION FACILITY | | GENERAL: 1. THE SECURITY DRAWINGS ARE A SUBSET OF A LARGER SET OF DRAWINGS. AS A SUBSET, WORK DESCRIBED IN THE SECURITY DRAWINGS REQUIRES REFERENCE TO DRAWINGS OF OTHER DISCIPLINES FOR A COMPLETE UNDERSTANDING OF THE TRUE SCOPE OF WORK. REFER TO THE COMPLETE DRAWING PACKAGE AND SPECIFICATIONS TO DETERMINE THE SCOPE OF THE WORK. REFER TO SPECIFICATIONS FOR PROJECT SCOPE, GENERAL REQUIREMENTS, PRODUCT SPECIFICATIONS, AND INSTALLATION REQUIREMENTS, ETC. 2. THESE GENERAL NOTES APPLY TO THE DRAWINGS LISTED ON THE SECURITY SHEET INDEX. 3. NO PART OF THIS SUBSET OF CONTRACT DOCUMENTS MAY BE CONSTRUED TO REQUIRE OR PERMIT WORK CONTRARY TO A GOVERNING LAW, CODE, ORDINANCE, OR REGULATION. NO PART MAY BE CONSTRUED TO REQUIRE OR PERMIT WORK CONTRARY TO CONTRACT DOCUMENTS BEYOND THIS SUBSET. NO PART MAY BE CONSTRUED TO REQUIRE OR PERMIT WORK CONTRARY TO PRODUCT LISTINGS AND MANUFACTURERS' APPROVED USES. 4. KEEP A COPY OF THE SECURITY DESIGN DOCUMENTS AT THE JOB SITE, HAVING THEM AVAILABLE UPON REQUEST. MAINTAIN MARKUPS TRACKING AUTHORIZED CHANGES AND ACCURATELY REFLECTING INSTALLED CONDITIONS, HAVING THEM AVAILABLE UPON REQUEST. 5. WHERE QUANTITY AND/OR QUALITY DIFFER BETWEEN THE SPECIFICATIONS AND THE DRAWING SUBSET, THE HIGHER QUANTITY AND QUALITY OF EACH SHALL PREVAIL. 6. PROVIDE NECESSARY EQUIPMENT AND ACCESSORIES FOR FULLY FUNCTIONAL SYSTEMS MEETING THE DESIGN INTENT AND OWNER REQUIREMENTS, WHETHER EXPRESSLY SPECIFIED OR NOT. 7. PROVIDE MATERIALS AND EQUIPMENT LISTED BY A NATIONALLY RECOGNIZED TESTING LAB, SUCH AS UNDERWRITERS LABORATORIES, FOR PURPOSES USED AND BEARING THEIR LABEL. 8. AT THE END OF THE PROJECT, REMOVE ABANDONED CABLING, LEFTOVER CONDUIT, WIRE, SCRAPS, ETC. LEAVE PREMISES CLEAN AND FREE OF TRASH AND DEBRIS RESULTING FROM THE WORK. PROPERLY RECYCLE MATERIAL ACCORDING TO CODE AND PROJECT REQUIREMENTS. 9. WHERE IDENTIFIED ON THESE DRAWINGS, MOUNTING HEIGHTS ARE REFERENCED FROM THE FINISHED FLOOR TO THE CENTERLINE OF THE DEVICE OR OUTLET. CABLING AND DEVICES: 10. WHEN PULLING CABLES INTO CONDUITS AND/OR SLEEVES, FULLY UTILIZE A GIVEN CONDUIT AND/OR SLEEVE BEFORE MOVING TO THE NEXT. THIS WILL INCREASE UTILIZATION EFFICIENCY AND FUTURE FLEXIBILITY OF SPARE CONDUITS/SLEEVES. ADHERE TO FILL REQUIREMENTS PER INSTANCE. 11. TIE CABLING ONLY TO STRUCTURES PROVIDED FOR CABLE SUPPORT. 12. ROUTE CABLES AT LEAST 6-INCHES FROM ADJACENT POWER SOURCES AND LIGHTING FIXTURES, AND AT LEAST 4-FEET FROM TRANSFORMERS AND MOTORS. 13. LABEL CABLES ACCORDING TO PORT'S LABELING STANDARDS. PROVIDE LABELS AT BOTH ENDS. VERIFY FORMAT AND INFORMATION FIELDS WITH AND RECEIVE APPROVAL FROM THE PORT PRIOR TO LABELING. 14. DRESS EXPOSED CABLE GROUPS USING METHODS AND PRODUCTS DESCRIBED IN DESIGN CRITERIA. SECURITY: 15. COORDINATE DOOR HARDWARE WITH PORT. 16. LABEL SECURITY CONDUITS AT EACH END IDENTIFYING THEIR DESTINATION AND USE AS "SECURITY". | | SHEET NO. | | SHEET TITLE | | ISSUE LOG | | 1 Airport Drive Oakland CA 94621 | |
| (F) | FUTURE | MH | MAINTENANCE HOLE | | | | | | | | | | | |
| (N) | NEW | MHz | MEGAHERTZ | | | | | | | | | | | |
| (P) | PROTECTED SIDE OF DOOR | MIC | MICROPHONE | | | | | | | | | | | |
| A | ACCESS | MIN | MINIMUM | | | | | | | | | | | |
| ACAMS | ACCESS CONTROL AND ALARM MONITORING SYSTEM | MMF | MULTIMODE (FIBER TYPE) | | | | | | | | | | | |
| ACEG | ALTERNATING CURRENT EQUIPMENT GROUNDING | MPOE | MINIMUM POINT OF ENTRY | | | | | | | | | | | |
| ACT | ACOUSTICAL CEILING TILE | MPTL | MODULAR PLUG TERMINATED LINK | | | | | | | | | | | |
| ACU | ACCESS CONTROL UNIT | MT | MOUNT | | | | | | | | | | | |
| ADA | AMERICANS WITH DISABILITIES ACT | MTR | MAIN TELECOMMUNICATIONS ROOM | | | | | | | | | | | |
| AFC | ABOVE FINISHED CEILING | MTX | MATRIX | | | | | | | | | | | |
| AFF | ABOVE FINISHED FLOOR | NC | NORMALLY CLOSED (SWITCH TYPE) | | | | | | | | | | | |
| ALS | ASSISTIVE LISTENING SYSTEM | NET | COMPUTER NETWORK | | | | | | | | | | | |
| ANT | ANTENNA | NF | N-FEMALE | | | | | | | | | | | |
| ARF | ABOVE RAISED FLOOR | NIC | NOT IN CONTRACT | | | | | | | | | | | |
| AVC | AUDIOVISUAL CONTRACTOR | NM | N-MALE | | | | | | | | | | | |
| AWG | AMERICAN WIRE GAUGE | NO | NORMALLY OPEN (SWITCH TYPE) | | | | | | | | | | | |
| BAS | BUILDING AUTOMATION SYSTEM | NPF | NETWORK PATCHING FACILITY | | | | | | | | | | | |
| BBC | BACKBONE BONDING CONDUCTOR | NTS | NOT TO SCALE | | | | | | | | | | | |
| BCT | BONDING CONDUCTOR FOR TELECOMMUNICATIONS | OC | ON CENTER | | | | | | | | | | | |
| BD | BI-DIRECTIONAL AMPLIFIER | OFCI | OWNER-FURNISHED, CONTRACTOR-INSTALLED | | | | | | | | | | | |
| BDF | BUILDING DISTRIBUTION FACILITY | OFCP | OPTICAL FIBER CONDUCTIVE PLENUM | | | | | | | | | | | |
| BFC | BELOW FINISHED CEILING | OFCR | OPTICAL FIBER CONDUCTIVE RISER | | | | | | | | | | | |
| BICSI | BUILDING INDUSTRY CONSULTING SERVICE | OFE | OWNER-FURNISHED EQUIPMENT | | | | | | | | | | | |
| BOM | BILL OF MATERIAL | OFRP | OPTICAL FIBER NON-CONDUCTIVE PLENUM | | | | | | | | | | | |
| BOT | BOTTOM OF CABLE TRAY | OFRN | OPTICAL FIBER NON-CONDUCTIVE RISER | | | | | | | | | | | |
| C | CONDUIT | OFOI | OWNER-FURNISHED, OWNER-INSTALLED | | | | | | | | | | | |
| CAM | CAMERA | OSDP | OPEN SUPERVISED DEVICE PROTOCOL | | | | | | | | | | | |
| CAT3 | CATEGORY 3 (UTP CABLE) | OSP | OUTSIDE PLANT | | | | | | | | | | | |
| CAT5E | ENHANCED CATEGORY 5 (UTP CABLE) | PA | PUBLIC ADDRESS (SOUND SYSTEM) | | | | | | | | | | | |
| CAT6 | CATEGORY 6 (UTP CABLE) | PACS | PHYSICAL ACCESS CONTROL SYSTEM | | | | | | | | | | | |
| CAT6A | AUGMENTED CATEGORY 6 (UTP CABLE) | PB | PULL BOX | | | | | | | | | | | |
| CATV | COMMUNITY ANTENNA TELEVISION | PBB | PASSENGER BOARDING BRIDGE | | | | | | | | | | | |
| CATVP | COMMUNITY ANTENNA TELEVISION PLENUM | PBL | PANEL | | | | | | | | | | | |
| CB | CEILING BOX | PR | PAIR OF COPPER CONDUCTORS) | | | | | | | | | | | |
| CBN | COMMON BONDING NETWORK | PRJ | PROJECTOR | | | | | | | | | | | |
| CLG | CEILING | PRJ SCRN | PROJECTION SCREEN | | | | | | | | | | | |
| CLSM | CONTROLLED LOW STRENGTH MATERIAL | PS | POWER SUPPLY | | | | | | | | | | | |
| CMP | COMMUNICATIONS MEDIA PLENUM | PT | POKE-THROUGH DEVICE | | | | | | | | | | | |
| CMR | COMMUNICATIONS MEDIA RISER | PTZ | PAN/TILT/ZOOM (CAMERA) | | | | | | | | | | | |
| CP | CONTROL PANEL | PVC | POLYVINYL CHLORIDE | | | | | | | | | | | |
| CPU | CENTRAL PROCESSING UNIT | RAF | RAISED ACCESS FLOOR | | | | | | | | | | | |
| CR | CARD READER | REX | REQUEST TO EXIT | | | | | | | | | | | |
| CTL | CONTROL | RF | RADIO FREQUENCY | | | | | | | | | | | |
| CV | COMMUNICATIONS VAULT | RA | RECEIVER | | | | | | | | | | | |
| D | DEPTH / DEEP (DIMENSION) | SAQ | SEE ARCHITECTURAL DRAWINGS | | | | | | | | | | | |
| DA | DISTRIBUTION AMPLIFIER | SAUD | LOUDSPEAKER-LEVEL AUDIO | | | | | | | | | | | |
| DAS | DISTRIBUTED ANTENNA SYSTEM | SBB | SECONDARY BONDING BUSBAR | | | | | | | | | | | |
| DIV | DIVISION | SCTP | SCREENED (OVERALL) TWISTED PAIR | | | | | | | | | | | |
| DL | DOWNLINK | SDI | SERIAL DIGITAL INTERFACE (VIDEO CONNECTION) | | | | | | | | | | | |
| DOC | VIDEO DOCUMENT CAMERA | SEC | SECURITY EQUIPMENT CABINET | | | | | | | | | | | |
| DPORT | DISPLAYPORT MEDIA CONNECTION | SED | SEE ELECTRICAL DRAWINGS | | | | | | | | | | | |
| DSP | AUDIO DIGITAL SIGNAL PROCESSOR | SMM | SINGLEMODE (FIBER TYPE) | | | | | | | | | | | |
| EC | ELECTRICAL CONTRACTOR | SPK | LOUDSPEAKER | | | | | | | | | | | |
| EMS | ELECTRICAL MANAGEMENT SYSTEM | SPT | SPLITTER / COUPLER / TAPPER | | | | | | | | | | | |
| EMT | ELECTRICAL METALLIC TUBING | STP | SURFACE (MOUNT) | | | | | | | | | | | |
| EQUIP | EQUIPMENT | STR | SHIELDED (PAIRS AND OVERALL) TWISTED PAIR | | | | | | | | | | | |
| EXT | AV SIGNAL EXTENSION | SW | STRANDS (OF FIBER OPTIC CABLE) | | | | | | | | | | | |
| FACP | FIRE ALARM CONTROL PANEL | TBB | SWITCH | | | | | | | | | | | |
| FATC | FIRE ALARM TERMINAL CABINET | TBC | TELECOM BONDING BACKSONE | | | | | | | | | | | |
| FB | FLOOR BOX | TC | TELECOM BONDING CONDUCTOR | | | | | | | | | | | |
| FBOA | FIBER BI-DIRECTIONAL AMPLIFIER | TDMM | TELECOM CONTRACTOR | | | | | | | | | | | |
| FO | FIBER OPTIC | TEBC | TELECOMMUNICATIONS DISTRIBUTION METHODS MANUAL | | | | | | | | | | | |
| FT | FEET | TEF | TELECOM EQUIPMENT BONDING CONDUCTOR | | | | | | | | | | | |
| FTP | FUTP - TWISTED PAIR WITH OVERALL FOIL SHIELD | TGB | TELECOM ENTRANCE FACILITY | | | | | | | | | | | |
| GC | GENERAL CONTRACTOR | TIA | TELECOM GROUNDING BUSBAR | | | | | | | | | | | |
| GHz | GIGAHERTZ | TMGB | TELECOMMUNICATIONS INDUSTRY ASSOCIATION | | | | | | | | | | | |
| GRS | GALVANIZED RIGID STEEL | TP | TELECOM MAIN GROUNDING BUSBAR | | | | | | | | | | | |
| GWB | GYP/SUM WALL BOARD | TR | TERMINAL PANEL | | | | | | | | | | | |
| H | HEIGHT / HIGH (DIMENSION) | TS | TELECOMMUNICATIONS ROOM | | | | | | | | | | | |
| HDBT | HDBaseT | TVT | TERMINATION STRIP | | | | | | | | | | | |
| HDMI | HDMI MEDIA CONNECTION | TX | TV TUNER | | | | | | | | | | | |
| HE | HEADEND | TYP | TRANSMITTER | | | | | | | | | | | |
| IDF | INTERMEDIATE DISTRIBUTION FACILITY | UL | TYPICAL | | | | | | | | | | | |
| IDS | INTRUSION DETECTION SYSTEM | UPS | UPLINK | | | | | | | | | | | |
| IN | INCHES | UTP | UNINTERRUPTIBLE POWER SUPPLY | | | | | | | | | | | |
| INT | AUDIOVISUAL INTERFACE (CONNECTION POINT) | UUTP | U/UTP - TWISTED PAIR WITH NO SHIELD | | | | | | | | | | | |
| IR | INFRARED | V | VOLTS | | | | | | | | | | | |
| ISP | INSIDE PLANT | VC | VOLUME CONTROL | | | | | | | | | | | |
| JB | JUNCTION BOX | VCM | VERTICAL CABLE MANAGER | | | | | | | | | | | |
| L | LENGTH / LONG (DIMENSION) | VMS | VERTICAL MANAGEMENT SECTION | | | | | | | | | | | |
| LAUD | LINE-LEVEL AUDIO | VOIP | VOICE OVER INTERNET PROTOCOL (CONNECTION) | | | | | | | | | | | |
| LV | LOW VOLTAGE | VSS | VIDEO SURVEILLANCE SYSTEM | | | | | | | | | | | |
| LVI | LOW VOLTAGE INTERFACE | W | WIDTH / WIDE (DIMENSION) | | | | | | | | | | | |
| MAUD | MICROPHONE-LEVEL AUDIO | WAO | WORK AREA OUTLET | | | | | | | | | | | |
| MAX | MAXIMUM | WAP | WIRELESS ACCESS POINT | | | | | | | | | | | |
| MBGRB | MAIN BUILDING GROUNDING REFERENCE BUS | WB | WALL BOX | | | | | | | | | | | |
| | | WGND | WALL BOX | | | | | | | | | | | |
| | | WP | WIEGAND | | | | | | | | | | | |
| | | XFMR | WEATHERPROOF TRANSFORMER | | | | | | | | | | | |
| | | | | NOT ALL SYMBOLS MAY BE USED. | | | | | | | | | | |
| | | | | GENERAL SYMBOLS | | | | | | | | | | |
| | | | | NOT ALL SYMBOLS MAY BE USED. | | | | | | | | | | |
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SY0.10



| SHEET NOTES | | | |
|-------------|--|--|--|
| A. | REFER TO SHEET SY0.01 FOR ABBREVIATIONS, GENERAL NOTES, AND SYMBOL DEFINITIONS. | | |
| B. | SERVE EQUIPMENT ON THIS SHEET FROM IDF ROOMS AS NOTED. | | |
| C. | INSTALL HORIZONTAL CABLES ALONG THE MOST DIRECT PRIMARY PATHWAY ROUTE TO THE SERVING IDF ROOM. | | |
| D. | COORDINATE WITH PORT REPRESENTATIVE TO UTILIZE EXISTING PATHWAYS FOR ROUTING NEW CABLEING FROM PASSENGER BOARDING BRIDGE TO IDF. | | |

| JET BRIDGE SCHEDULE | | | | |
|---------------------|--------|------|----------------|--|
| TERMINAL | GATE | ID # | NEAREST IDF | SCOPE OF WORK |
| T1 | Gate 1 | 1 | OAK-M102-1023 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. |
| T1 | Gate3 | 2 | OAK-M103-1072 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T1 | Gate4 | 2 | OAK-M103-1072 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T1 | Gate5 | 3 | OAK-M103-1130 | NONE |
| T1 | Gate6 | 3 | OAK-M103-1130 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T1 | Gate7 | 3 | OAK-M103-1130 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T1 | Gate8 | 3 | OAK-M103-1130 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T1 | Gate8A | 3 | OAK-M103-1130 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T1 | Gate9 | 4 | OAK-M103-1251 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T1 | Gate9A | 5 | OAK-M103-1302 | NONE |
| T1 | Gate10 | 5 | OAK-M103-1302 | NONE |
| T1 | Gate11 | 5 | OAK-M103-1302 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T1 | Gate12 | 5 | OAK-M103-1302 | NONE |
| T1 | Gate14 | 5 | OAK-M103-1302 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T1 | Gate15 | 5 | OAK-M103-1302 | NONE |
| T1 | Gate17 | 5 | OAK-M103-1302 | NONE |
| T2 | Gate20 | 6 | OAK-M130-2014A | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate21 | 6 | OAK-M130-2014A | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate22 | 6 | OAK-M130-2014A | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate23 | 6 | OAK-M130-2014A | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate24 | 6 | OAK-M130-2014A | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate25 | 7 | OAK-M130-2038 | REPLACE EXISTING ANALOG CAMERA WITH NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate26 | 8 | OAK-M367-2131 | PROVIDE NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate27 | 8 | OAK-M367-2131 | PROVIDE NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate29 | 9 | OAK-M367-2174 | PROVIDE NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate30 | 9 | OAK-M367-2174 | PROVIDE NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate31 | 9 | OAK-M367-2174 | PROVIDE NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |
| T2 | Gate32 | 9 | OAK-M367-2174 | PROVIDE NEW DIGITAL IP CAMERA. PROVIDE ACCESS CONTROL. |

| IDF PANEL SCHEDULE | | |
|--------------------|-------|----------------|
| ID# | FLOOR | ROOM# |
| 1 | 2 | OAK-M102-1023 |
| 2 | 1 | OAK-M103-1072 |
| 3 | 1 | OAK-M103-1130 |
| 4 | 1 | OAK-M103-1251 |
| 5 | 1 | OAK-M103-1302 |
| 6 | 1 | OAK-M130-2014A |
| 7 | 1 | OAK-M130-2038 |
| 8 | 3 | OAK-M367-2131 |
| 9 | 3 | OAK-M367-2174 |

PORT OF OAKLAND

1 Airport Drive
Oakland
CA 94621

CONSULTANT



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KEY PLAN

GENERAL NOTES

| REVISIONS | | |
|-----------|-----------------|------------|
| No. | Description | Date |
| 1 | DESIGN CRITERIA | 08.06.2021 |

SHEET TITLE
OVERALL FLOOR PLAN

ISSUANCE
DESIGN CRITERIA

SCALE
NONE

| | |
|-----------------------|-------------------------------|
| DRAWN BY TEECOM | SHEET NUMBER SY2.01 |
| CHECKED BY TEECOM | |
| PROJECT NO 4077136 | |
| DATE 08.06.2021 | |

PORT OF OAKLAND

1 Airport Drive
Oakland
CA 94621

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KEY PLAN

GENERAL NOTES

| REVISIONS | | |
|-----------|-----------------|------------|
| No. | Description | Date |
| | DESIGN CRITERIA | 08.06.2021 |

SHEET TITLE
DETAILS -
SECURITY

ISSUANCE

DESIGN CRITERIA

SCALE
NONE

DRAWN BY
TEECOM

CHECKED BY
TEECOM

PROJECT N
4077136

DATE
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| |
|--------------|
| SHEET NUMBER |
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SY5.01

| REVISIONS | | |
|-----------------|-------------|------------|
| No. | Description | Date |
| DESIGN CRITERIA | | 08.06.2021 |

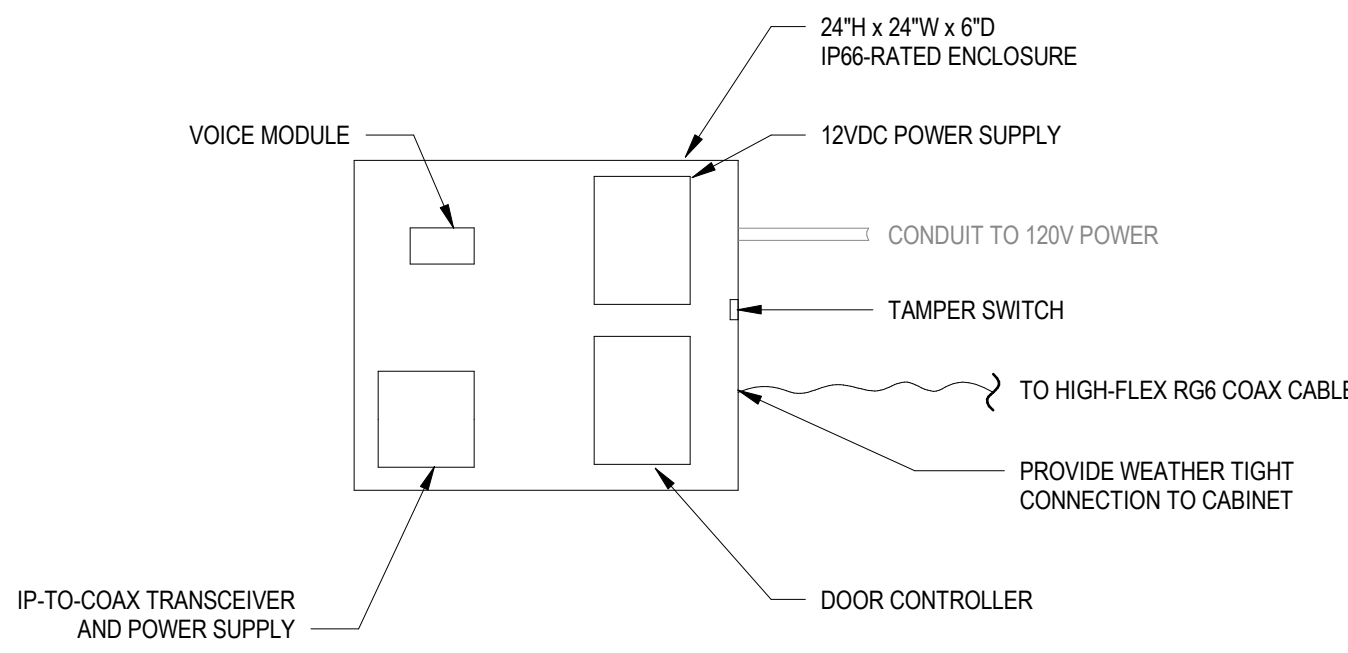
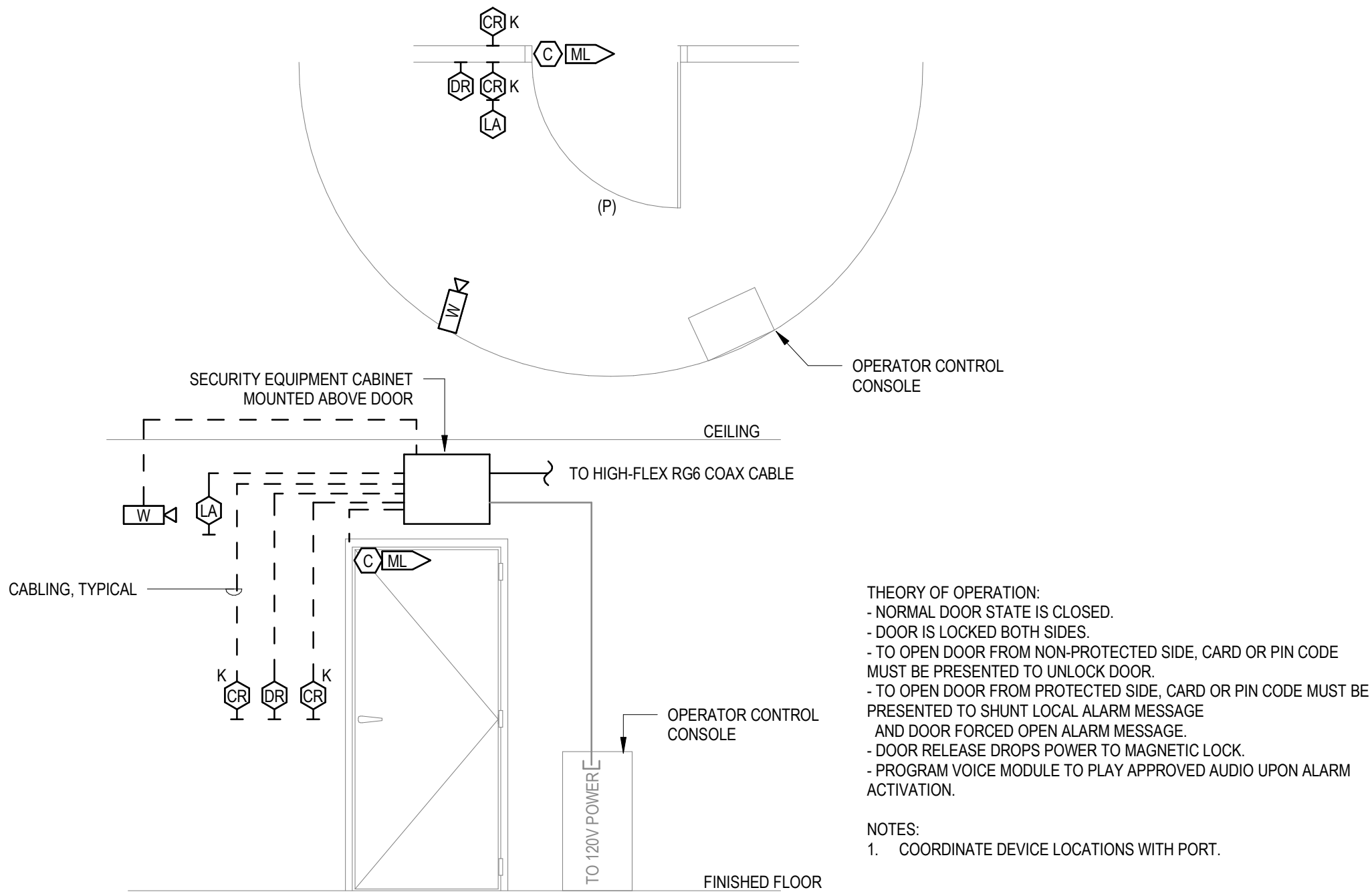
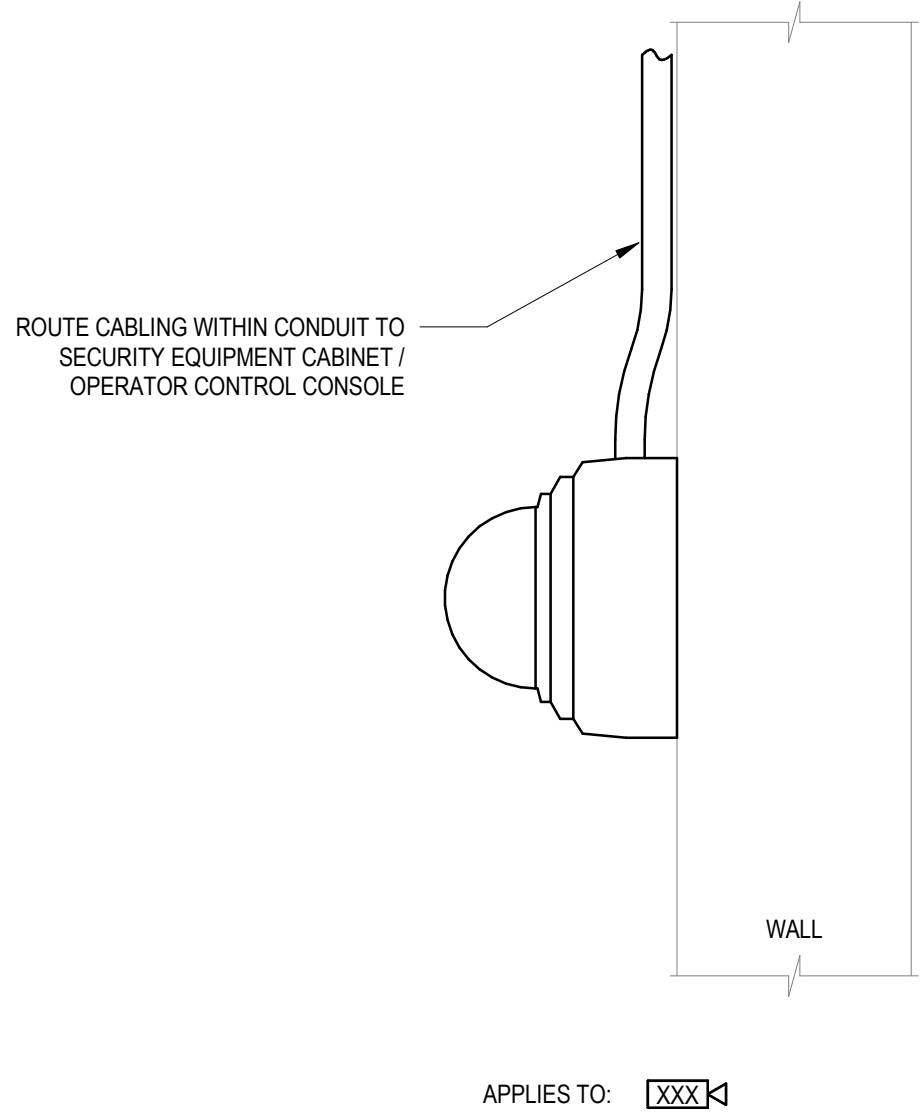
SHEET TITLE
**DETAILS -
SECURITY**

ISSUANCE
DESIGN CRITERIA

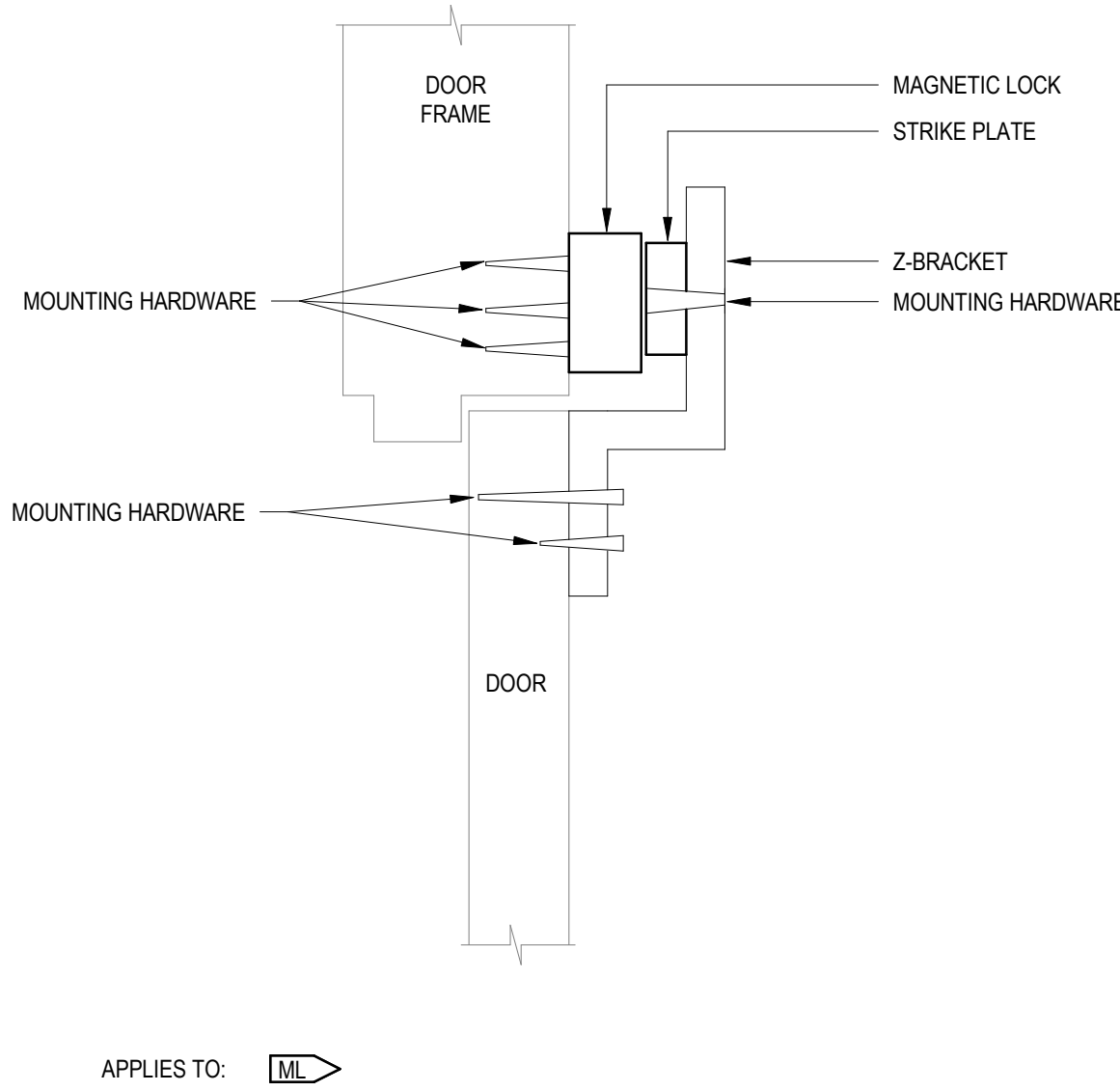
SCALE

As indicated

| | |
|-----------------------|-------------------------------|
| DRAWN BY TEECOM | SHEET NUMBER SY5.02 |
| CHECKED BY TEECOM | |
| PROJECT NO 4077136 | |
| DATE 08.06.2021 | |

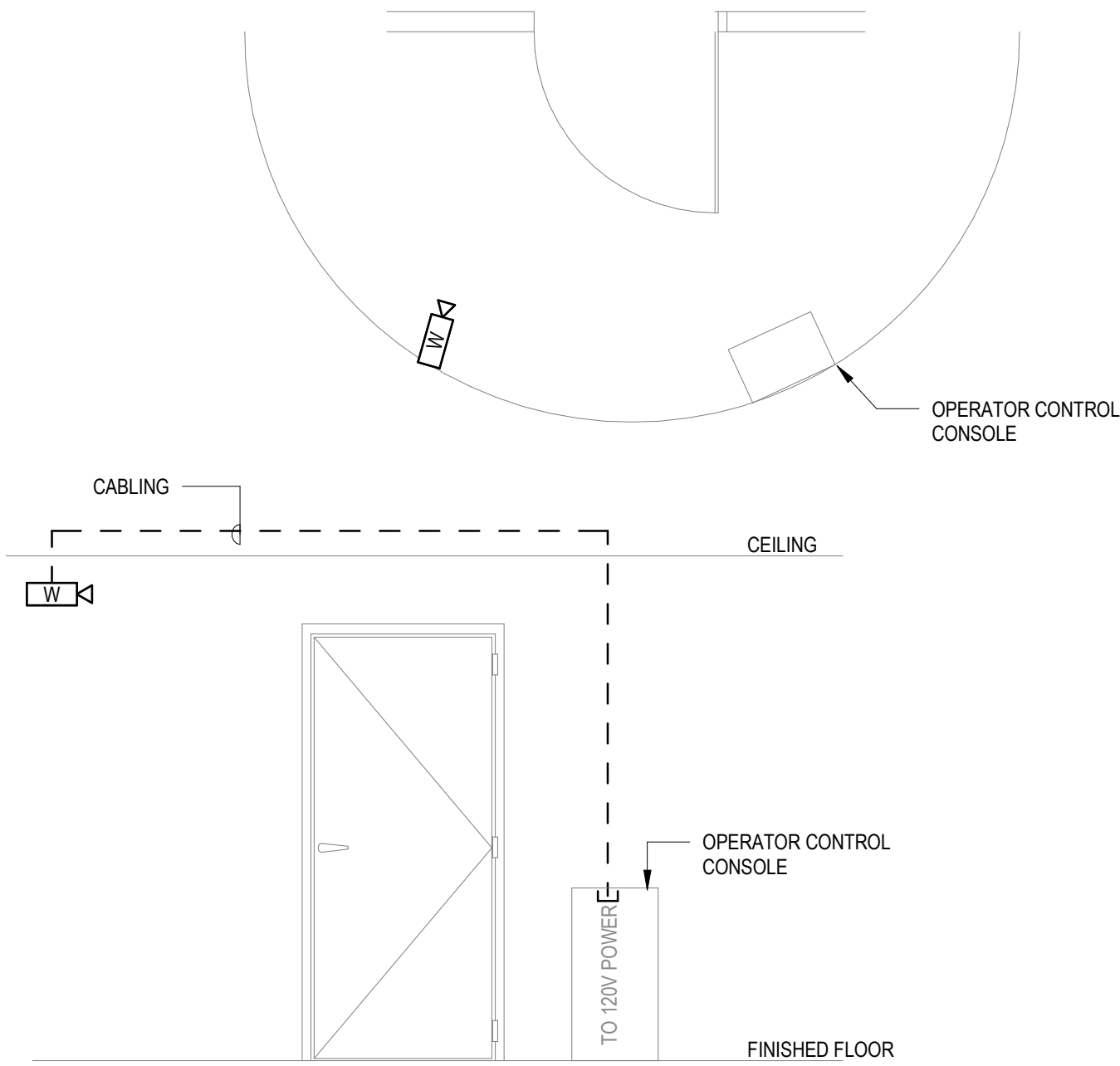


1 PBB INTERIOR FIXED VIEW CAMERA
SCALE: NONE



4 MAGNETIC LOCK DETAIL
SCALE: NONE

2 SINGLE DOOR - EXIT DEVICE, CARD READER PAIR
SCALE: NONE



5 CAMERA - PBB GATE 1 ONLY
SCALE: NONE



RFP No.: 21-22/02, Airport Security Systems Maintenance and Upgrades

Attachment 14

IT Conduit and Cable Standards

Port of Oakland
IT Conduit and Cable Standards

Revision: December 2020

1. Pathways

1.1 Conduits

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

1.2 Conduits – Buried

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

1.3 Cabletrays

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

1.4 Innerducts

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

1.7 Raised Floors

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

1.8 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.

1.9 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.

1.10 Ductbanks

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

1.11 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 Director for record-keeping.
- New manhole dimensions shall not be less than 12 feet long x 6 feet wide x 10 feet high. (12' x 6' x 10')

- Distances between manholes shall not exceed 400 feet, 500 feet is allowed in special cases (Consult Port IT).
- Bend radii of conduit entering manholes shall be 9 feet minimum.
- New manholes shall have cable rack supports, cable hangars, and a metal ladder secured to the structure.
- Manhole covers shall be numbered by welding the numbers on top of the manhole cover.
- Manhole numbers shall also be painted on the inside collar of the manhole.

1.12 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.

1.13 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.

1.14 Core Drilling

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

2. Pathway Installation Methods

2.1 Copper & Coaxial

- 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 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.

2.3 Microwave & Wireless

- To be determined, Consult Port Project Manager and Port IT for details.

2.4 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.

2.5 Antennas

- Antenna Support: Install antennas using existing roof antenna mounting facilities. Contact Port IT 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. 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, 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.

B. 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.

C. Control/Low Voltage Cable

- Follow manufacturer's recommendation.

D. Speaker Cable

- 14 AWG, unshielded, twisted pair.

E. 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.

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

- 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 LC connectors in fiber patch panels unless specified by Port IT. Terminations of all fiber optic cables shall conform to EIA/TIA-568ST standard.
- All terminations shall utilize fusion spliced pigtails. All splice tray shall match the patch panel/wall mount enclosures.

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.
- All terminations shall utilize fusion spliced pigtails. All splice tray shall match the patch panel/wall mount enclosures.

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.

G. Fusion-splice Protection Sleeves

- Any reliable protector is acceptable.

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.



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Attachment 15

Preventative Maintenance Requirements (Checklist)

Attachment 15
Preventative Maintenance Requirements (Checklist)

The Port and Contractor agree to periodically review and update these Preventative Maintenance Requirements (Checklist) considering manufacturer recommendations, new technologies implemented, industry best practices, and operational need to ensure the safety / security of the Airport.

Credentiailling Equipment

Badge Printers

Inspect / check / clean / adjust all badge printers according to manufacturer recommendations as appropriate.

General

1. Clean rollers as recommended by manufacturer
2. Dust inside and outside of printer
3. Inspect for worn parts
4. Perform manufacturer recommended self-test / diagnostics
5. Print test card to verify printing with no imperfections / blemishes

Physical Access Control System (PACS)

Doors & Gates

Inspect / check / clean / adjust all devices that apply to the door or gate (herein after referred to as door unless otherwise noted) according to manufacturer recommendations as appropriate.

In general, the inbound direction means entering a TSA-regulated area (even if exiting a building), and the outbound direction means exiting a TSA-regulated area (even if entering a building). If a TSA-regulated boundary is not involved, the inbound direction generally means entering a building or other occupied space, and the outbound direction generally means exiting a building or other occupied space.

A door or gate “reports” when an alarm or state is reported to the PACS server activity Journal and/or the Alarm Monitor in the Airport Operations Center (AOC), depending on programming as defined by the Port.

General

1. Verify alarm events associated with door are armed / enabled as appropriate (in accordance with Port configurations)
2. Verify door reports forced open alarm condition (use key if necessary)
 - a. Verify local sounder(s) activate (inside and outside where applicable)

- b. Verify correct door number / name reports to Alarm Monitor in Airport Operations Center
 - c. Verify proper devices initiate (e.g., cameras call-up in VSS and RGB Spectrum)
 - d. Verify forced open alarm can be reset once door is closed
3. Check devices for wear and tear (e.g., worn digits on keypad, plastic covers not cracked or missing, exterior devices appear to be watertight (weathered caulking), LED lights illuminate according to programming and Port standards)
4. Check door for correct alignment / operation
5. Verify door closer operates properly
6. Verify lock and other door hardware is in good condition
7. Report deficiencies to Airport Operations for repair and log

Test Valid Card on Inbound Card Reader

1. Verify door unlocks (automatic gate opens)
2. Verify door does not report alarm condition
3. Verify door reports valid admit
4. Verify door reports held open condition
 - a. Verify local sounder(s) activate (inside and outside where applicable)
 - b. Verify correct door number / name reports to Alarm Monitor in Airport Operations Center
 - c. Verify proper devices initiate (e.g., cameras call-up in VSS and RGB Spectrum)
 - d. Verify held open alarm can be reset once door is closed
5. Verify door relocks once closed

Test Invalid Card on Inbound Card Reader

1. Verify door does not unlock
2. Verify door does not report alarm condition
3. Verify door reports invalid access attempt or no attempt at all (card not read)

Test Valid Card on Outbound Card Reader

1. Verify door unlocks (automatic gate opens)
2. Verify door does not report alarm condition
3. Verify door reports valid admit
4. Verify door relocks once closed

Test Invalid Card on Outbound Card Reader

1. Verify door does not unlock
2. Verify door does not report alarm condition
3. Verify door reports invalid access attempt or no attempt at all (card not read)

Test Request to Exit (REX)

1. Verify door allows exit without forced open alarm
2. For infrared REX devices (or similar), check timing (e.g., duration of shunt time)

3. For infrared REX devices (or similar), check sensitivity and appropriate alignment / coverage

Test Valid Card on Elevator Card Reader

4. Verify elevator is called to floor
5. Verify floor (destination) buttons activate (for in-cab card readers)
6. Verify no alarm condition reported
7. Verify card reader resets after use

Test Invalid Card on Elevator Card Reader

1. Verify elevator doors will not open
2. Verify floor (destination) buttons will not activate (for in-cab card readers)
3. Verify no alarm condition reported
4. Verify door reports invalid access attempt or no attempt at all (card not read)

Ensure all points have reset and returned to normal operations at conclusion of inspection / preventative maintenance activities.

Controllers

Inspect / check / clean / adjust controllers according to manufacturer recommendations as appropriate.

A controller “reports” when an alarm or state is reported to the PACS server activity Journal and/or the Alarm Monitor in the Airport Operations Center (AOC), depending on programming as defined by the Port.

General

1. Verify tamper alarm reports when cabinet is opened
2. Verify controller is free of debris / dirt / dust
3. Check wire management and labeling
4. Verify no loose or disconnected wires
5. Perform dynamic battery back test by disconnecting primary power
 - a. Verify power supervision alarm reports
 - b. Measure battery voltage under load
 - c. Verify power supervision alarm resets when primary power restored
6. Test for communications failure alarm and reset
7. Verify tamper alarm resets when controller cabinet is closed

Video Surveillance System (VSS)

Cameras

Inspect / check / clean / adjust all cameras according to manufacturer recommendations as appropriate.

General

1. Clean camera lens and housing
2. Inspect for water-tightness on exterior cameras
3. Inspect mounting brackets / screws / bolts are in good condition and secure (camera not in danger of falling)
4. Check wire management and labeling

Functionality

1. Ensure live video in Milestone is in focus (consistent with the type of camera and its configurations)
2. Ensure live video in Milestone is properly exposed (image not too light or dark considering lighting conditions)
3. Ensure recorded video in Milestone from previous night (during hours of darkness) is appropriate for lighting conditions
4. Verify settings in Milestone associated with camera are configured per Port standards (e.g., resolution, frames / sec., CODEC in use, etc.)
5. Verify recorded video in Milestone is using the expected amount of storage space per Port video retention policies (consistent with the type of camera, its configuration, and historic usage patterns)
6. Verify default camera passwords do not provide access
7. Verify firmware status and upgrade as needed and in coordination with the Port
8. Verify pan, tilt, and zoom is functioning (PTZ cameras only)
9. Verify heater / blower is functioning (as appropriate)
10. Ensure voltage to camera is within manufacturer-specified range (analog cameras only)



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Attachment 16

IT Network Labeling Standards

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

Introduction

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

According to the 606-A standard, what we are presently concerned with would be considered a class 3 labeling standard. We have multiple buildings and outside pathways that must be documented. All identifiers are independent and scalable. All labels read from the general to the specific from left to right.

It should be noted, that by horizontal cabling we are referring to any piece of the cable plant that feeds directly from a Telecommunications Room out to a users outlet or work area. This includes cable that feeds out to a consolidation point in the work area.

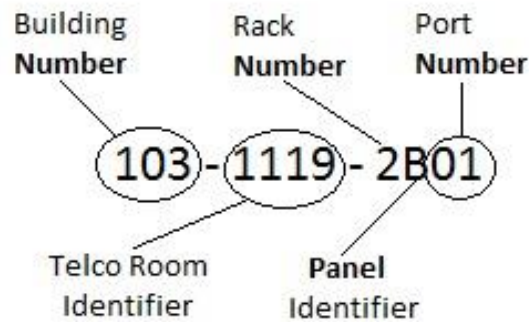
Particulars of the Standard

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

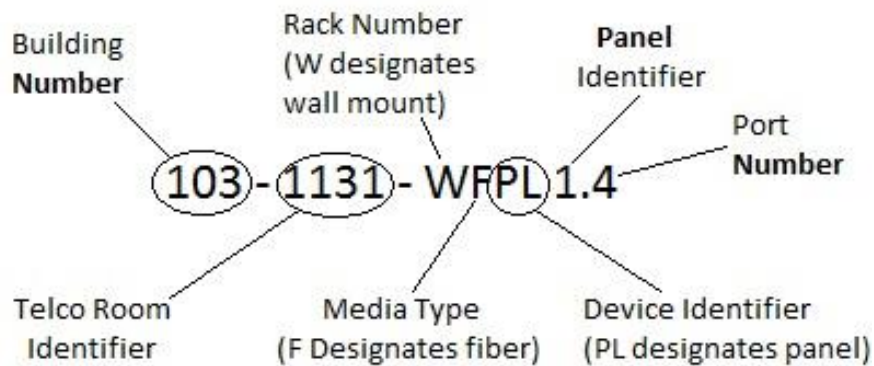
| Label Target | Example | Explanation |
|-------------------------|---------|--|
| Building | 103 | Port of Oakland building number |
| Telecommunications Room | 1119 | 1 st digit signifies floor (1 st Floor Room) |
| Telecommunications Room | 2092 | 1 st digit signifies floor (2 nd Floor Room) |
|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

Reading a Name

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



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



Examples

Horizontal examples:

102-2092-1A45

UTP cable originates in Building 102, Telecommunications Room 2092.
UTP cable originates in Rack #1, Patch Panel A, Port 45.

103-1119-WA37

UTP cable originates in Building 103, Telecommunications Room 1119
UTP cable originates in wall mounted Patch Panel A, Port 37.

103-1067-4A37

UTP cable originates in Building 103, Telecommunications Room 1067
UTP cable originates in the Rack #4, Patch Panel A, Port 37

Non-UTP in horizontal installation examples:

0047-1A-2FPL1.1

Fiber Panel is located in Building 47, Telecommunications Room 1A
This is the first fiber port in Rack #2, Fiber Panel #1

0155-1A-WXPL1.1

Coaxial Panel is located in Building 155, Telecommunications Room 1A
This is the first coaxial port in wall mounted coaxial panel 1, Port #1

The Standard in Implementation

Having a new labeling standard does not help anyone without a plan to implement that scheme. Implementing a new labeling scheme for as large a body as this is going to be a long multi-step process. The first and most important step of which is to make sure that any new installations are labeled in accordance with the new scheme.

New installations should follow the scheme as laid out above.

How to Label:

Buildings

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

A Telecommunications Room

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

A Telecommunications Rack

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

Patch Panels and Termination Blocks

Data Use

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

Conduit and Innerducting

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

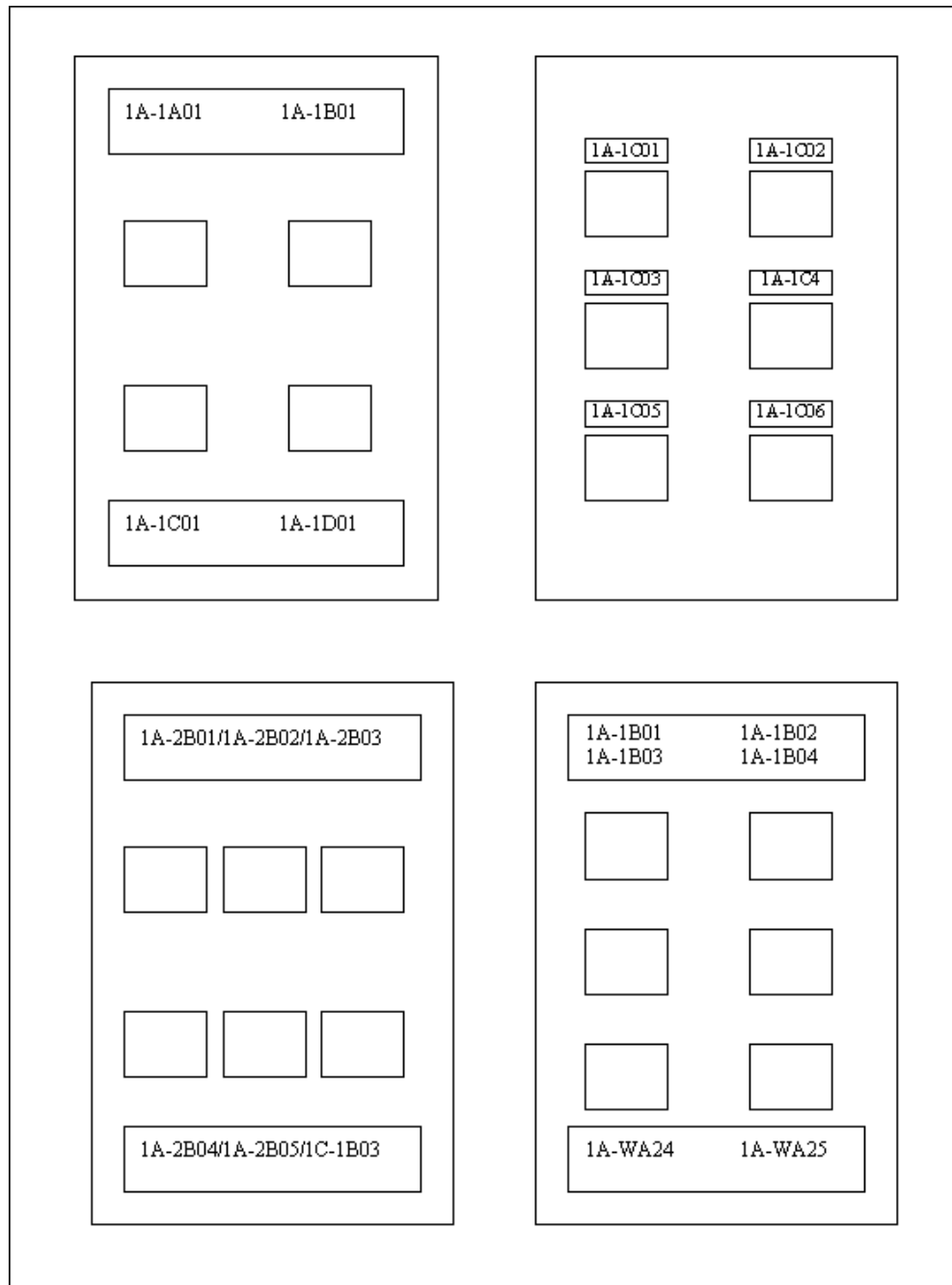
Horizontal Cable and Outlet Boxes (See figure 1)

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

Conclusion

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

Figure 1



References

<http://net-services.ufl.edu/infrastructure/labelstandardhorizontal.htm>
<http://net-services.ufl.edu/infrastructure/labelstandardfiber.htm>

<http://www.cablinginstall.com/index/display/article-display/179127/articles/cabling-installation-maintenance/volume-11/issue-6/contents/installation/boiling-down-the-606-a-labeling-standard.html>

<http://www.bicsi.org/pdf/conferences/winter/2009/presentations/TIA-606-B%20-%20The%20New%20Updated%20Standard%20-%20Todd%20Fries.pdf>



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Attachment 17

Maintenance Bond

MAINTENANCE BOND

THIS MAINTENANCE BOND ("Bond") dated _____ is in the penal sum of fifty percent (50%) of the Contract Sum, which is _____ Dollars (\$ _____), and is entered into by and between the parties listed below to ensure the faithful performance of the warranty provisions contained in the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Sections 1 through 12, attached to this page. Any singular reference to _____ (the "Contractor"), _____ (the "Surety"), City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

OWNER:

CONSTRUCTION CONTRACT:

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

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

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

CONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address

Contact Person

Telephone Number

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

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

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