

REQUEST FOR PROPOSAL

For

Oakland International Airport Digital Radio Console System

21-22/19



PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

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	Oakland International Airport Digital Radio Console System
Proposal Type	Service
Proposal Number	21-22/19
Proposal Issued	January 6, 2022
Requesting Department	Airport Operations Airside
Pre-proposal Meeting and Site Visit	January 20, 2022 at 9:00 a.m. Oakland International Airport One Airport Drive (2nd Floor Conference Room), Oakland, CA 94621 Note: After the Pre-proposal meeting, each company can only have one representative attend the site walk due to security protocols and COVID restrictions.
Scheduled Publication Date	January 7, 2022
Proposal Due Date	February 25, 2022 until 11:00 a.m. (Pacific Time)

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 <u>a single file in Adobe</u> portable document format (pdf) contained on a single USB flash drive.
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 Submittal	Proposals received after the time and date stated above shall be returned unopened to the Respondent.
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How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

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

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@portoakland.com
Question/RFI Due Date	January 27, 2022 until 4:00 p.m. Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	February 3, 2022 All pertinent questions will be responded to via addendum 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	RFP Compliance Matrix	Yes
13	IT Network Labeling Standards	No
14	IT Conduit and Cable Standards	No
15	Performance and Payment Bonds	No

I. Project Overview

The Port of Oakland (hereinafter "Port"), is soliciting proposals for the services and equipment necessary to implement a Digital Radio Dispatch Console System. This will be a competitive negotiation process. Qualified individuals, firms, contractors or entities (hereinafter "Vendor(s)"), that meet the requirements set forth in this Request for Proposals (hereinafter "RFP"), and are capable of providing the services requested are encouraged to participate.

The Port operates a UHF conventional radio system used by Port personnel for their day-to-day operations. This UHF system is a DMR Tier II compliant MOTOTRBO system and operates with two UHF repeaters operating in TDMA digital mode, providing a total of four channels. The repeaters operate in a standalone mode, meaning that there are no wireline connections to tone or digital remote controls or dispatch consoles, all voice activity occurs over the air. The Port also has access to Air Traffic Control Tower (ATCT) frequencies in use at the Oakland International Airport (OAK) as well as P25 trunking talkgroups on the East Bay Regional Communications System (EBRCS), access to these frequencies and talkgroups occurs via control station over the air as well.

All radio communications on all systems are conducted using a variety of portable, mobile, and control station radios located throughout the Port. To aid in increased command and control as well as efficiency, the Port is letting this RFP to implement a Digital Radio Dispatch Console system. It is envisioned that this Dispatch Console will allow the Airport Operations Center (AOC) and Airport Emergency Operations Center (AEOC) to consolidate multiple control stations and telephone lines in use in the AOC and AEOC into a single interface to provide functionality and efficiency to their operations. All scopes of work in this RFP will be performed for the Aviation Division of the Port of Oakland at OAK.

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 300 daily passenger and cargo flights; and the Port's real estate includes commercial developments such as Jack London Square and hundreds of acres of public parks and conservation areas. Together, through Port operations and those of its tenants and users, the Port supports nearly 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.

II. Scope of Services

1 Dispatch Console System

The scope of services for RFP includes the hardware, software, and services necessary to implement three console dispatch positions and the interconnections to the control station radios, phone system, and logging recorder that the dispatch positions would access and control. It is envisioned that the successful proposer would provide all hardware, software and ancillary equipment as depicted in Figure 1 (below) and that the Port would provide interconnectivity between rooms and sites in the form of a Virtual LAN (VLAN).

An existing Shoretel IP PBX telephone system is in use at the Port and would need to be interfaced to the Dispatch Console system via a SIP trunk. Similarly, a proprietary configured Digital Logging Recorder currently records radio traffic and would also need to be interfaced to the Dispatch Console system to record audio traffic.

IMPORTANT: Throughout this RFP are requirements where proposers shall include in their proposal, narrative text that describes how their solution meets the requirement. The requirements that need this will typically start with the phrase: "Proposers shall describe...". Failure to include this descriptive text will render your compliance to that particular requirement as "non-compliant".

1.1 Dispatch Console Requirements

The system shall include one core dispatch center to be located in the OAK Airport Operations Center (AOC) comprised of two (2) Dispatch Consoles; with one (1) additional Dispatch Console located in the OAK Airport Emergency Operations Center (AEOC). All dispatch consoles shall connect to the same network core and have the same features and functionality across all three dispatch consoles.

Refer to Figure 1 for where the Port envisions generic placement of console system components. Actual components required and their placement could vary based on proposer's console system and design.

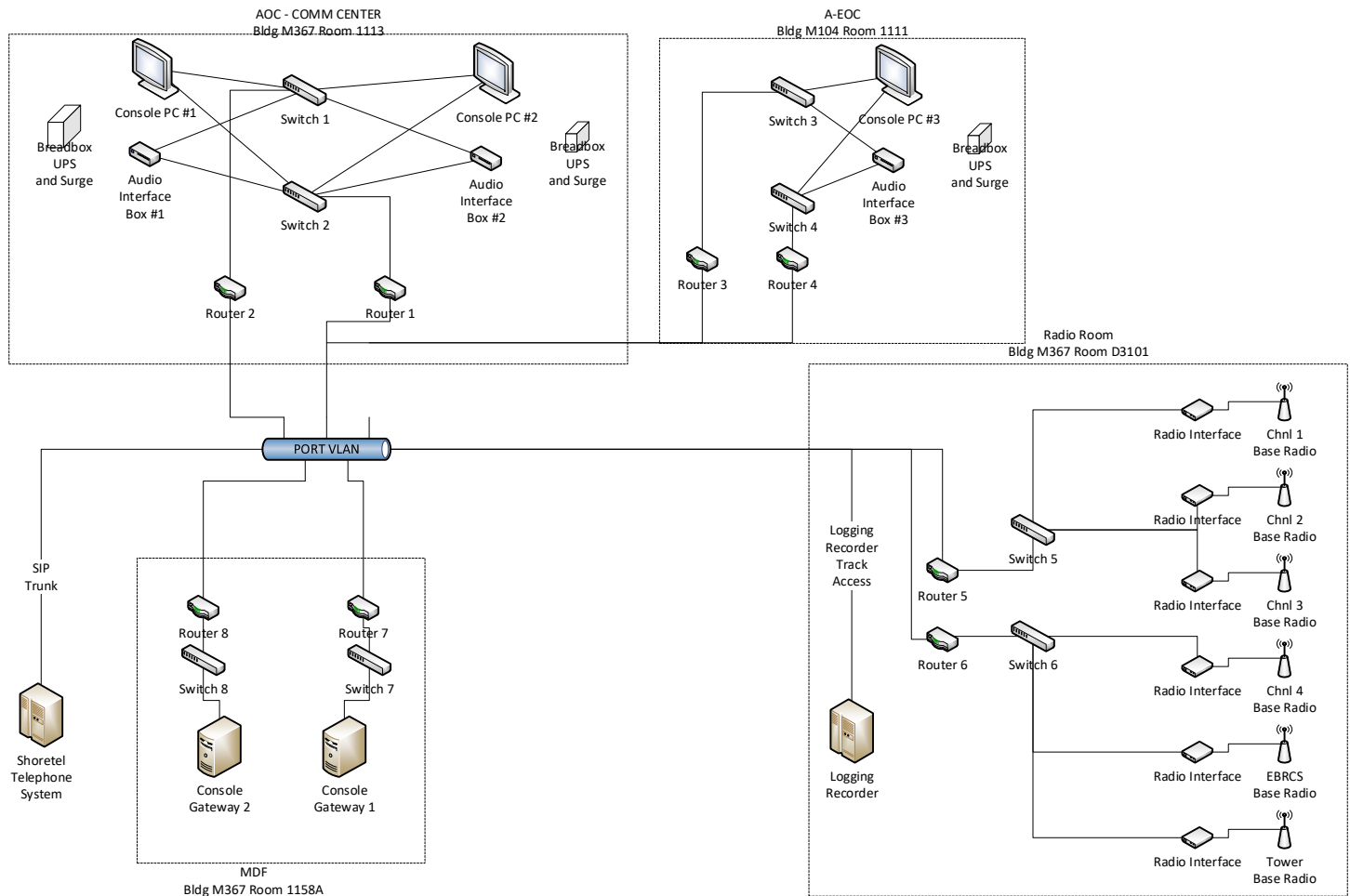


Figure 1 - Generic System Diagram

1.1.1 Dispatch Console Components

Each Dispatch Console shall include a computer, a flat-panel display, mouse/trackball (with one button to be used for push-to-talk), footswitch, headset jacks to accept two distinct 6-wire wired headsets (each with PTT switch, both operate in parallel), two external speakers (one for "select" audio, one for "unselect" audio), instant recall recorder (i.e. call-check), power supplies, all necessary software to meet the requirements of this RFP, and all necessary cabling and hardware to allow installation of a dispatch workstation.

Each Dispatch Console shall include all necessary switches, routers, cabling, and other hardware or software as required for interfacing to the Network.

The project shall include a total of thirty (30) new 6-wire (with PTT switch) over-the-head single ear muff wired headsets.

1.1.1.1 Dispatch Console PC Workstation Consolidation

The workstations in use at the AOC currently have multiple displays and PCs in and around the workstations, which add to the clutter of the workstation. To aid in remedying this situation, the Port is interested in consolidating PC and/or flat-panel displays from the new console system with other PCs/Displays to reduce overall clutter. Proposers shall describe options to consolidate current PCs and/or flat-panel displays with new dispatch console equipment.

Applications in use at the current operator workstations include:

- Office 365 – including Sharepoint
- C-Cure (access control system)
- Milestone (CCTV software)
- AODB (aircraft gate management software)
- Internet (Port staff typically use edge or chrome internet browsers and use several web-based applications and sites often at the same time):
 - Everbridge
 - PASSUR
 - AirOps Express
 - Flightaware
 - Oracle
 - Google Earth

1.1.2 Dispatch Console Components – Options

Each Dispatch Console shall be cable of supporting touch-screen operations through its flat-panel display; however, touch capabilities shall not be included unless added as an option.

Each Dispatch Console shall support a desk microphone (with two buttons, one for push-to-talk, one for monitor); however, desk microphone shall not be included unless added as an option.

1.1.3 Dispatch Console Display / Audio Capabilities

Each Dispatch Console must display up to four pages of radio modules with each page being able to contain at least 10 control modules.

Each radio module shall be associated with one trunked talkgroup or with a conventional channel that is interfaced via a Conventional Channel Interface. Each radio module shall display a distinct name for the module and the select/unselect status of the module.

Each radio module shall also display the identification number or alias of the radio that last transmitted on that module.

Each module shall support independent volume control and shall display the volume associated with the module.

1.1.4 Dispatch Console Push-to-Talk Capabilities

Each Dispatch Console must support the following methods of Push-to-Talk (PTT):

- a) PTT button on wired headset
- b) PTT button on desk microphone (optional)
- c) PTT on touch screen (optional)
- d) PTT on foot switch
- e) PTT on mouse
- f) PTT from audio interface equipment

1.1.5 Dispatch Console Operational Features

Each Dispatch Console must support the following operational features (Sections 1.1.5.1 - 1.1.5.22):

1.1.5.1 Trunked Talkgroup Calls

Dispatch consoles shall have the ability to initiate and participate in talkgroup calls and announcement calls.

1.1.5.2 Individual Calls

Dispatch consoles shall have the ability to initiate and participate in individual calls

1.1.5.3 Conventional Radio Calls

Dispatch consoles shall have the ability to initiate and participate in conventional radio calls

1.1.5.4 Unit ID

Dispatch consoles shall have the ability to display subscriber unit ID or alias of the unit that last participated in a call (trunked or conventional)

1.1.5.5 Supervisory Takeover

Dispatch consoles shall have the ability to simultaneously hear an inbound transmission on a channel while transmitting to other subscribers and interrupting the in-progress transmissions of an active subscriber radio (also known as 'dispatch priority' or 'dispatch override').

1.1.5.6 Patching

Dispatch consoles shall have the ability to create up to 6 patches (dynamic and temporary links between up to 5 talkgroups and/or conventional channels) per console

1.1.5.7 Multi-Select

Dispatch consoles shall have the ability to transmit from the console to multiple modules at once (multi-select), including efficient use of channel resources and including the ability to store up to 3 "multi-select" groups (each up to 10 modules)

1.1.5.8 Emergency Alert

Dispatch consoles shall have the ability to receive notification of emergency alerts and emergency voice calls, display the emergency status including the ID of the radio that initiated the alert or call, and provide the ability to acknowledge and clear (but not cancel) the emergency condition

1.1.5.9 Radio Monitor

Dispatch consoles shall have the ability to initiate a radio unit monitoring instruction to a subscriber radio and to allow an operator to hear the audio from the monitored subscriber and designate in each monitoring instruction duration, and notification parameters.

1.1.5.10 Wireline Connectivity Status

Dispatch consoles shall have the ability to display the of loss of wireline connectivity to the Network Core on each affected console position's main display

1.1.5.11 Alert Tones

Dispatch consoles shall have the ability to generate alert tones on a selected radio module (up to three distinct tones or tone sequences that are generated for duration of user selection)

1.1.5.12 Two-tone Paging

Dispatch consoles shall have the ability to generate two-tone alert sequences on properly equipped conventional resources to alert (page) units in the field

1.1.5.13 Channel Marker

Dispatch consoles shall have the ability to generate a channel-marker tone on a selected radio module (a tone or tone sequence that, when enabled, is periodically repeated until it is disabled)

1.1.5.14 Cross-busy

Dispatch consoles shall have the ability to provide a Cross-Busy indication among consoles

1.1.5.15 Cross Mute

Dispatch consoles shall have the ability to provide Cross-Mute among consoles on channels/talkgroups as may be needed

1.1.5.16 Intercom

Dispatch consoles shall have the ability to allow intercom communications with users of other Dispatch Consoles that does not include transmissions over the RF subsystem

1.1.5.17 Multi-frequency Station Control

Dispatch consoles shall have the ability to control multi-channel/multi-frequency conventional resources through the use of EIA tone remote control sequences.

1.1.5.18 Remote Set-up and Knockdown

Dispatch consoles shall have the ability to remotely "set-up" or "knockdown" wireline controlled conventional repeaters through the use of EIA tone remote sequences

1.1.5.19 Activity Log

Dispatch consoles shall have the ability to display an activity log displaying a list of IDs and/or aliases of units and the talkgroup/channel used when calling into the system. The log will list the last calling unit at the top of the list.

1.1.5.20 Auxiliary Inputs and Outputs

The system must include a pool of 10 Auxiliary Inputs/Outputs (I/O) that all consoles can access and control. These Auxiliary I/O's will be located at the dispatch center.

1.1.5.21 Time Sync

The system shall have the ability to synchronize all PCs and time sensitive components with a NIST Traceable time server, such that all clocks are accurate and synchronized. System shall periodically re-synchronize with time servers to ensure long-term time synchronization.

1.1.5.22 Redundancy

The console system must employ redundant hot standby cards, power supplies, controllers, routers, and switches to prevent a single point of failure.

Dispatcher position PCs and Audio Interfaces shall employ redundant Network Interface Cards (NICs) to increase redundancy and availability of position electronics.

1.1.6 Dispatch Console Instant Recall Recorder

The dispatch console must include Instant Recall Recording (i.e., call-check) functionality for the workstation/radio audio. Calls shall be accessible by an easy-to-use interface and provide for a rolling log of calls available for review. This feature will be independent of the external voice logging recorder. The recorder must record at least 20 minutes of the current radio and telephone communications, and it must "loop" with first-in, first-out overwriting. Controls must appear as soft-buttons selectable on the console display screen.

1.1.7 Logging Recording Integration

The dispatch console system shall connect each control station radio supplied by the proposer to the Port's logging recorder (DLI Model F16W) via a 2-wire analog connection. The connection shall integrate both transmit and receive audio onto the 2-wire connection.

The 2-wire connection shall be made using the logging recorder punchblock, located in the Radio Room (Bldg M367, Room D3101).

1.1.8 Dispatch Console Telephone System Integration

The dispatch console system shall support a compatible headset sharing interface on a per console position basis. The system shall be able to interface to Port provided SIP trunk in order to place and receive telephone calls on a proper configured dispatch position.

1.1.8.1 SIP Endpoint

The system shall support the placement of resources on dispatch console screens that act as SIP endpoints. Each endpoint resource shall represent a different extension. SIP endpoint resources should have the ability to:

- Initiate and Dial Calls
- Answer Calls
- Forward Calls
- Transfer Calls (both Blind and Attended)
- Place Calls on Hold
- Mute Calls
- Release Calls

The system shall have the ability to place a minimum of three (3) SIP endpoint resources per console position.

1.1.8.2 Telephony Headset Operation

When an operator answers a telephone call on the console system, the system shall automatically connect the incoming and outgoing audio to the phone system. The console position shall automatically route the telephone audio to the operator's headset and permit simultaneous radio operation. The headset interface shall incorporate an echo reduction function to eliminate reflected audio on less than optimum telephone connections.

Depressing PTT while engaged in a telephone call shall mute outbound telephone audio and send headset transmit audio to the selected radio resource. Releasing PTT will unmute outbound telephone audio to allow the telephone call to continue.

1.1.9 Dispatch Console Conventional Channel Interface Requirements

The Dispatch Console subsystem shall include sufficient Conventional Channel Interfaces to allow connection of the Dispatch Consoles to the following seven conventional channels:

1. Port Channel 1 (DMR Tier II Control Station)
2. Port Channel 2 (DMR Tier II Control Station)
3. Port Channel 3 (DMR Tier II Control Station)
4. Port Channel 4 (DMR Tier II Control Station)
5. EBRCS (Multichannel P25 Control Station)
6. Air Traffic Control Tower Radio (Multichannel VHF Airband Radio)
7. Marine radio (Channel 16)

1.1.9.1 EIA Tone Keying

Each Conventional Channel Interface shall support analog conventional channels via 2-wire and/or 4-wire connection to individual self-contained control station radios via EIA tone remote keying sequences.

1.1.9.2 E&M Keying

Each Conventional Channel Interface shall support analog conventional channels via 2-wire and/or 4-wire connection to individual self-contained control station radios via Ear/Mouth (E&M) keying.

1.1.9.3 VoIP Keying via ED-137 (Optional)

As an alternative to EIA Tone Keying or E&M keying, a Conventional Channel Interface shall support VHF Airband channels using VoIP keying using the EUROCAE ED-137 standard.

1.1.10 Software Application-based Console (Optional)

The Port is interested in the possibility of using a software-based dispatch console that could be used in a backup dispatch center, Incident Command Post, or other areas for non-public safety dispatch applications.

- a) Soft console application must be compatible with standard Microsoft Windows based PC hardware and software platforms
 - i. Proposer shall list any requirements and limitations of the acceptable hardware platform.
 - ii. Soft console shall be compatible with all currently supported versions of Microsoft Windows
 - iii. Proposer shall list any requirements and limitations of the acceptable operating system version and/or configuration
- b) Soft console application must be compatible with standard PC display resolutions
- c) Soft console application must operate in a Windowed environment as a Window or Toolbar, and must not require full screen presentation
- d) Soft console application must operate with standard keyboard, touchscreen, and mouse accessories, and not require specific user interface hardware
- e) Soft console application must include the feature set commonly implemented in a public safety dispatch environment, to the greatest extent possible within the limitations of the hardware platform
 - i. Proposer shall describe the operation and limitations of the soft console system.
 - ii. Soft console access must require system login beyond Windows User profile login.
 - iii. User permissions and authorization levels must be linked to specific login profiles
 - iv. Soft console must be able to operate both within the Port's enterprise network and across the Internet providing that appropriate firewall, bandwidth, and QoS services are provided.
 - v. Proposer shall describe the minimum required and optimum desired IP connectivity parameters for soft console operation.
 - vi. Proposer shall describe any soft console limitations associated with connectivity parameters

Proposers shall provide optional pricing for this feature.

1.1.11 Dispatch Console – Console Programming Requirements

Proposers shall provide a total of two (2) total sets of equipment, cables, and software required to program and maintain the consoles as described in this RFP. Equipment shall be exclusive of the computers used to operate the programming software. Programming software shall be compatible with Windows based PCs capable of operating in Windows 10 environments.

Proposers shall describe the process for dispatch console programming updates. Will changes in parameters require a restart of the console for changes to take effect?

1.2 Technical Requirements: Control Station Equipment

The control stations that will be used by the proposed dispatch console system to communicate on the various Port radio systems shall be provided in the following quantities:

- Four (4) DMR Tier II Control Stations
- One (1) P25 Phase II Trunking Control Station
- One (1) VHF Airband Transceiver
- One (1) VHF Marine Transceiver

1.2.1 General Control Station Radio Requirements

The control station configuration should be configured/equipped as an integrated (enclosed) unit with internal power supply. The control station must be capable of being rack-mounted in an EIA standard

19-inch rack. If the control station rests on a rack-mounted shelf, the control station must be securely attached to the shelf in order to prevent movement during a seismic event.

The control station shall have the capability of being controlled remotely from the proposed console system by either employing EIA tone-remote keying or digital-remote keying, with digital remote keying preferred. Remote control capabilities from the console shall include at a minimum transmitter keying with console audio; receiving audio at the console; and frequency/channel selection.

1.2.2 Control Station Radio Mode of Operation Requirements

Control Station radios for use on the Port's DMR system shall support DMR Tier II conventional operation as well as analog conventional operation.

Control Station radios for use on the East Bay Regional Communications System (EBRCS) system shall support Project 25 phase II trunked operation as well as analog conventional operation.

Control Station radios for use on the Port's Command Radio and Air Traffic Control Tower Channels shall support AM analog conventional operation.

Control Station radios shall also support direct, unit-to-unit, conventional communications on simplex channels in DMR, Project 25, and analog modes of operation as applicable.

1.2.3 DMR Tier II Control Station Radio Feature Requirements

The DMR Tier II Control Station radios shall provide the following features. For each feature, a DMR Tier II technical specification and a functional specification are listed. Proposers shall describe if the Control Station radios meet the listed DMR Tier II standards for the feature, and if the Control Station radios provide the functional specification (i.e., delivers the functionality) as described.

1.2.3.1 Group Voice Calls

- a) DMR Tier II Technical Specifications: Shall comply with ETSI TR 102 398, ETSI TS 102 361-1, and ETSI TS 102 361-2
- b) Functional Requirement: A Radio that is in-range of a RF subsystem shall initiate a group call with a selected talkgroup by selecting that talkgroup and pushing the push-to-talk switch. Other users in the talkgroup, including dispatchers and subscribers on other sites, shall receive the call if they have selected that talkgroup and if channel and backhaul resources are available. All parties in the group shall be able to respond, one at a time, and all parties shall hear the speaker.

1.2.3.2 Emergency Alarm

- a) DMR Tier II Technical Specifications: Shall comply with ETSI TR 102 398, ETSI TS 102 361-1, and ETSI TS 102 361-2
- b) Functional Requirement: A Radio that is in-range of a RF subsystem shall initiate an emergency alarm by pressing a dedicated emergency button.

1.2.3.3 Radio Check

- a) DMR Tier II Technical Specifications: Shall comply with ETSI TR 102 398, ETSI TS 102 361-1, and ETSI TS 102 361-2
- b) Functional Requirement: The system infrastructure (management terminals) shall be able to initiate a message to a subscriber to determine if it is registered and in range. A Control Station radio that receives a radio check message shall acknowledge it and that acknowledgement shall be returned to the infrastructure component that initiated the check.

1.2.3.4 Call Alert

- a) DMR Tier II Technical Specifications: Shall comply with ETSI TR 102 398, ETSI TS 102 361-1, and ETSI TS 102 361-2

- b) Functional Requirement: A subscriber (including a dispatcher) shall be able to send a non-voice alert to another subscriber. The receiving subscriber shall provide an indication that it has been alerted and the alert shall contain the ID of the subscriber that initiated the alert. The initiating subscriber shall receive an indication that the receiving subscriber received the alert. Control Station radios must process call alerts.

1.2.3.5 Radio Unit Disable/Enable

- a) DMR Tier II Technical Specifications: Shall comply with ETSI TR 102 398, ETSI TS 102 361-1, and ETSI TS 102 361-2
- b) Functional Requirement: The system infrastructure (dispatchers or managers) shall be able to disable a subscriber from operation on the radio system and shall be able to enable its operation again. While disabled, the subscriber's display shall be blanked and the subscriber shall not be able to participate in any calls other than the receipt of an enable command. When disabled, the mobile shall generate a positive acknowledgement (ACK) or negative acknowledgement (NACK) to a disable or enable command, and the mobile shall not transmit or receive radio signals, and the mobile shall not allow any active use of any user controls, and the mobile shall not produce any tone or indicators. A Control Station radio that has been disabled shall only be enabled by a proper enable command sent from the system infrastructure.

1.2.4 P25 Control Station Radio Feature Requirements

The P25 Control Station radios shall provide the following features. For each feature, a Project 25 technical specification, a P25 testing specification, and a functional specification are listed. Proposers shall describe if the Control Station radios meet the listed APCO Project 25, Phase 2 standards for the feature, if the Control Station radios comply with the P25 testing specification (i.e., if it can successfully pass the identified test section), and if the Control Station radios provide the functional specification (i.e., delivers the functionality) as described. It is understood by the Port that not all features listed are capable of being used by a dispatch console in the proposed configuration, but to set a baseline for performance tier for the control station.

1.2.4.1 Group Voice Calls and Broadcast Group Call

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.2
- c) Functional Requirement: Radios must operate on more than one talkgroup. A Radio that is in-range of a RF subsystem shall initiate a group call with a selected talkgroup by selecting that talkgroup and pushing the push-to-talk switch. Other users in the talkgroup, including dispatchers and subscribers on other sites, shall receive the call if they have selected that talkgroup and if channel and backhaul resources are available. All parties in the group shall be able to respond, one at a time, and all parties shall hear the speaker.

1.2.4.2 Emergency Alarm

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.7
- c) Functional Requirement: A Radio that is in-range of a RF subsystem shall initiate an emergency alarm by pressing a dedicated emergency button. Dispatcher positions that are so programmed shall be notified of the emergency alarm and they shall be able to acknowledge and clear the alarm. The initiating Radio shall be the only party capable of cancelling the alarm. The Control Station radio shall provide the ability to enable or disable emergency alarm on a unit-by-unit basis and shall offer ability to configure emergency alarm for

silent (no user notification) or user-notification operation upon activation of the emergency button. Additionally, the Control Station radio shall offer the ability to configure the length of time it takes for a user to depress the emergency button to generate an emergency alarm.

1.2.4.3 Emergency Group Call

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.8
- c) Functional Requirement: A subscriber that is in-range of the system can initiate an emergency group call on a selected talkgroup by either: pressing the push-to-talk switch after pressing the emergency button or by selecting a pre-defined emergency talkgroup and pushing the push-to-talk switch. Other users in the talkgroup, including dispatchers and subscribers on other sites, will receive the call and will have notification that it is an emergency call if they have selected that talkgroup and if channel and backhaul resources are available. Control Station radios must be equipped to initiate and receive emergency group calls. The Control Station radio shall provide the ability to enable or disable emergency group call on a unit-by-unit basis, shall offer ability to configure emergency group call for silent (no user notification) or user-notification operation upon activation of the emergency button, and shall offer ability to configure the microphone to be active/not active upon activation of the emergency button.

1.2.4.4 Individual Voice Call

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.3
- c) Functional Requirement: A subscriber that is in-range of a RF subsystem shall initiate a call to one specific other subscriber by selecting that subscriber's ID and pushing the push-to-talk switch. The other specific subscriber, even if it is on another site, shall receive notification of an individual call request if channel and backhaul resources are available. If the other specific subscriber accepts the request but pushing the push-to-talk switch within a specified time, the parties shall communicate with each other and no other parties will participate. Control Station radios must be equipped to initiate and receive individual voice calls.

1.2.4.5 Announcement Group Call

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.6
- c) Functional Requirement: An announcement group shall be a one-to-many association of talkgroups. A talkgroup shall be able to be associated with an announcement group such that any call to the announcement group shall be heard on all associated talkgroups. A subscriber that is in-range of a RF subsystem shall initiate an announcement group call by selecting that announcement group and pushing the push-to-talk switch. Other users in the announcement group (i.e., that have their selected talkgroup associated with the selected announcement group), including dispatchers and subscribers on other sites, shall receive the call if channel and backhaul resources are available. Upon completion of the initiating radio's transmission, channel resources shall be released (i.e., announcement group calls shall occur with

transmission trunking). Control Station radios must be equipped to initiate and receive announcement calls.

1.2.4.6 All Call / System Call

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.14
- c) Functional Requirement: A system call shall be a one-to-all (all registered and in-range subscribers) call that shall be initiated only by the system infrastructure (dispatchers). When initiated, a system call shall terminate all non-emergency calls that are in progress and it shall prevent new non-emergency calls from being initiated for the duration of the system call. Upon completion of the system call, channel resources shall be released (i.e., system group calls shall occur with transmission trunking). Control Station radios must receive All Call or System Calls.

1.2.4.7 Radio Check

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD-A, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.21
- c) Functional Requirement: The system infrastructure (management terminals) shall be able to initiate a message to a subscriber to determine if it is registered and in range. A Control Station radio that receives a radio check message shall acknowledge it and that acknowledgement shall be returned to the infrastructure component that initiated the check.

1.2.4.8 Call Alert

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD-A, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.15
- c) Functional Requirement: A subscriber (including a dispatcher) shall be able to send a non-voice alert to another subscriber. The receiving subscriber shall provide an indication that it has been alerted and the alert shall contain the ID of the subscriber that initiated the alert. The initiating subscriber shall receive an indication that the receiving subscriber received the alert. Control Station radios must process call alerts.

1.2.4.9 Radio Unit Inhibit/Uninhibit

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD-A, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.20
- c) Functional Requirement: The system infrastructure (dispatchers or managers) shall be able to disable (inhibit) a subscriber from operation on the radio system and shall be able to enable (uninhibit) its operation again. While inhibited, the subscriber's display shall be blanked and the subscriber shall not be able to participate in any calls other than the receipt of an uninhibit command. When inhibited, the mobile shall generate a positive acknowledgement (ACK) or negative acknowledgement (NACK) to an inhibit or uninhibit command, and the mobile shall not transmit or receive radio signals, and the mobile shall not allow any active use of any user controls, and the mobile shall not produce any tone or indicators. A Control Station radio that has been inhibited shall only be uninhibited by a proper uninhibit command sent from the system infrastructure.

1.2.4.10 AES Encryption (Optional)

- a) P25 Technical Specifications: Shall comply with TIA-102.AAAD
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.10
- c) Functional Requirement: A subscriber that is in-range of the system and that has encryption capabilities shall be able to place a group call to other encryption-capable subscribers and only those subscribers that possess matching encryption keys and that are affiliated to the same talk group are able to understand the message. Radios affiliated to the same talk group that do not possess any encryption keys, or that possess different encryption keys, shall be unable to understand the message. The implemented encryption method shall be Type 3 encryption via the Advanced Encryption Standard (AES) algorithm. Key length for the AES shall be 256 bits. The Control Station radios must process calls that are encrypted with AES encryption.

Note: Control station radios shall support AES encryption but shall not be equipped with AES hardware or software unless optionally added by the Port.

1.2.4.11 Registration/ Roaming

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD-A, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.11
- c) Functional Requirement: A subscriber that moves from out of range of a system into range of the system or that moves from being in-range of one system to in-range of another system shall register with the new system, provided the system is programmed to allow operation of that subscriber. Control Station radios shall generate registration messages and shall respond appropriately to registration approvals or disapprovals.

1.2.4.12 Affiliation

- a) P25 Technical Specifications: Shall comply with TIA-102.AABC-C, TIA-102.AABD-A, and TIA-102.AABF
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABC-B Sect 2.2.5
- c) Functional Requirement: A subscriber that has registered on a RF subsystem shall select a talkgroup for use and the System Core shall positively or negatively acknowledge that the subscriber is allowed operation on that talkgroup and, if positive, shall allow that subscriber to initiate group voice calls on that talkgroup. Control Station radios shall allow use of the selected talkgroup if permitted by the system.

1.2.4.13 Over-The-Air-Rekeying (Optional)

- a) P25 Technical Specifications: Shall comply with TIA-102.AACA and TIA-102.AACB
- b) P25 Testing Specifications: Shall comply with applicable parts of TIA-102.CABB
- c) Functional Requirement: The Control Station radios shall support ability to use the key management system over the P25 Trunked system infrastructure to perform the following functions:
 - 1. Warm-Start Command
 - 2. Rekey Command and Acknowledgment
 - 3. Changeover Command and Response
 - 4. Modify Key Command
 - 5. Delete Key Command and Response
 - 6. Change-RSI Command and Response
 - 7. Zeroize Command and Response
 - 8. Delayed Acknowledgment

9. Negative Acknowledgment

Note: Control Stations shall support OTAR but shall not be equipped with OTAR hardware or software unless optionally added by the Port.

1.2.4.14 Allowable P25 ID Requirements

The Control Station radios shall support the ability to be programmed to any subscriber unit ID within the allowable P25 unit ID range of 1-16777211 with the proper system key hardware/software.

The Control Station radios shall support the ability to be programmed to any talkgroup ID within the allowable P25 talkgroup ID range of 1-65534 with the proper system key hardware/software.

1.2.5 VHF Airband Control Station Radio Feature Requirements

The VHF Airband Control Station radio shall meet or exceed requirements defined in ICAO Annex 10 and ETSI EN300676 and shall be capable of selecting and storing a minimum of six preprogrammed frequencies.

1.2.5.1 EUROCAE ED-137 Remote Control

While not required, the ability to use the EUROCAE ED-137 VoIP standard for remote control of the VHF Airband Radio is preferred.

1.2.6 VHF Marine Band Control Station Radio Feature Requirements

The VHF Marine Band Control Station radio shall be capable of selecting and storing a minimum of six preprogrammed frequencies.

1.2.7 DMR Tier II Control Station Radio – Radio Parametric Requirements

All DMR Tier II Control Station radios included in the RF subsystem shall comply with Part 90 of the FCC Rules and Regulations and be FCC Type Accepted for use in the appropriate frequency bands. Radios shall meet or exceed the following radio parametric performance specifications:

- a) Frequency Band
 - i) Transmit:
 - (1) 450-512 MHz
 - ii) Receive:
 - (1) 450-512 MHz
- b) Channel Spacing
 - i) 12.5 kHz
- c) Frequency Generation
 - i) Frequency Generation shall be by an internal synthesizer and/or embedded microprocessor technology
- d) Transmitter: Power
 - i) 40W
- e) Transmitter: Modulation Limiting
 - i) 2.5 kHz (12.5 kHz)
- f) Transmitter: Time Out Timer
 - i) Limits the duration of the subscriber's transmission
 - ii) Transmission Duration: 0.5 to 3.5 minutes with automatic reset within 100 milliseconds after interruption of the transmitter keying circuit

- g) Receiver: Reference Sensitivity
 - i) Digital Mode (5% BER): -119 dBm
- h) Receiver: Adjacent Channel Rejection
 - i) -60 dB (12.5 kHz)
- i) Receiver: Spurious Response Rejection
 - i) -70 dB (12.5 kHz)
- j) Receiver: Intermodulation Rejection
 - i) -70 dB (12.5 kHz)
- k) Receiver: Audio Frequency Response
 - i) Complies with TIA/EIA-603B Section 4.1.10
- l) Receiver: Audio Distortion
 - i) 3% maximum
- m) Receiver: Audio Output
 - i) 3 W

1.2.8 P25 Control Station Radio – Radio Parametric Requirements

All P25 Control Station radios included in the RF subsystem shall comply with Part 90 of the FCC Rules and Regulations and be FCC Type Accepted for use in the appropriate frequency bands. Radios shall meet or exceed the following radio parametric performance specifications:

- a) Frequency Band
 - i) Transmit:
 - (1) 764-776 MHz
 - (2) 794-806 MHz
 - (3) 806-824 MHz
 - (4) 851-869 MHz
 - ii) Receive:
 - (1) 764-776 MHz
 - (2) 851-869 MHz
- b) Channel Spacing
 - i) 12.5 kHz and 25 kHz
- c) Frequency Generation
 - i) Frequency Generation shall be by an internal synthesizer and/or embedded microprocessor technology
- d) Transmitter: Power
 - i) 30W (700 and 800 MHz)
 - ii) adjustable on a per-channel/mode basis
- e) Transmitter: Modulation Limiting
 - i) 4 kHz (NPSPEC)
 - ii) 5 kHz (25 kHz)
- f) Transmitter: Audio Frequency Response
 - i) +1,-3 dB; 300-3000Hz; 6dB /octave
 - ii) Complies with TIA/EIA-603 Section 4.2.6
- g) Transmitter: Audio Distortion
 - i) 3% maximum

- h) Transmitter: FM Hum and Noise Ratio
 - i) 34/40 dB (12.5/25 kHz)
- i) Transmitter: Conducted Spurious Emissions
 - i) -70/-70 dB (12.5/25 kHz)
- j) Transmitter: Time Out Timer
 - i) Limits the duration of the subscriber's transmission
 - ii) Transmission Duration: 0.5 to 3.5 minutes with automatic reset within 100 milliseconds after interruption of the transmitter keying circuit
- k) Transmitter/Receiver: Signaling Digital Mode
 - i) Signaling Digital Mode: Generate/decode all P25 Network Access Codes (NAC) listed in TIA/EIA-102
- l) Receiver: Reference Sensitivity
 - i) Analog Mode (EIA 12 dB SINAD): -118 dBm
 - ii) Digital Mode (5% BER): -118 dBm
- m) Receiver: Adjacent Channel Rejection
 - i) -60/-70 dB (12.5/25 kHz)
- n) Receiver: Spurious Response Rejection
 - i) -75/-75 dB (12.5/25 kHz)
- o) Receiver: Intermodulation Rejection
 - i) -70/-70 dB (12.5/25 kHz)
- p) Receiver: Audio Frequency Response
 - i) +1,-3 dB; 300-3000Hz; 6dB /octave;
 - ii) Complies with TIA/EIA-603B Section 4.1.10
- q) Receiver: Audio Distortion
 - i) 3% maximum
- r) Receiver: Audio Output
 - i) 500 mW
- s) Receiver: Squelch Tail Elimination
 - i) Eliminate the noise burst heard in the receiver at the conclusion of receiving a signal

1.2.9 VHF Airband Control Station Radio – Radio Parametric Requirements

All VHF Airband Control Station radios included in the RF subsystem shall comply with Part 90 of the FCC Rules and Regulations and be FCC Type Accepted for use in the appropriate frequency bands. Radios shall meet or exceed the following radio parametric performance specifications:

- a) Frequency Band
 - i) Transmit:
 - (1) 118-137 MHz
 - ii) Receive:
 - (1) 118-137 MHz
- b) Channel Spacing
 - i) 8.33 kHz and 25 kHz
- c) Frequency Generation

- i) Frequency Generation shall be by an internal synthesizer and/or embedded microprocessor technology
 - ii) $\pm 5\text{ppm}$ (-30°C to $+60^{\circ}\text{C}$)
- d) Transmitter: Power
 - i) 30W (Peak Envelope Power - PEP)
- e) Transmitter: Modulation Limiting
 - i) Up to 95% AM
- f) Transmitter: Audio Frequency Response
 - i) +1,-3 dB; 300-3000Hz; 6dB /octave
 - ii) Complies with TIA/EIA-603 Section 4.2.6
- g) Transmitter: Audio Distortion
 - i) 3% maximum
- h) Transmitter: FM Hum and Noise Ratio
 - i) 40 dB (25 kHz)
- i) Receiver: Reference Sensitivity
 - i) 1 μV (6dB SINAD)
- j) Receiver: Adjacent Channel Rejection
 - i) -60/-70 dB (12.5/25 kHz)
- k) Receiver: Spurious Response Rejection
 - i) -75/-75 dB (8.3/25 kHz)
- l) Receiver: Intermodulation Rejection
 - i) -70/-70 dB (12.5/25 kHz)
- m) Receiver: Audio Distortion
 - i) 10% maximum (60% modulation)
- n) Receiver: Audio Output
 - i) 1.5 W

1.2.10 VHF Marine Band Control Station Radio – Radio Parametric Requirements

All VHF Marine Band Control Station radios included in the RF subsystem shall comply with Part 90 of the FCC Rules and Regulations and be FCC Type Accepted for use in the appropriate frequency bands. Radios shall meet or exceed the following radio parametric performance specifications:

- a) Frequency Band
 - i) Transmit:
 - (1) 136-174 MHz
 - ii) Receive:
 - (1) 136-174 MHz
- b) Channel Spacing
 - i) 12.5 kHz and 25 kHz
- c) Frequency Generation
 - i) Frequency Generation shall be by an internal synthesizer and/or embedded microprocessor technology
 - ii) $\pm 1\text{ ppm}$ (-30°C to $+60^{\circ}\text{C}$)

- d) Transmitter: Power
 - i) 30 watts
- e) Transmitter: Audio Frequency Response
 - i) +1,-3 dB; 300-3000Hz; 6dB /octave
- f) Transmitter: Audio Distortion
 - i) 3% maximum
- g) Receiver: Reference Sensitivity
 - i) .35 μ V (12 dB SINAD)
- h) Receiver: Adjacent Channel Rejection
 - i) -60/-70 dB (12.5/25 kHz)
- i) Receiver: Spurious Response Rejection
 - i) -75/-75 dB (8.3/25 kHz)
- j) Receiver: Intermodulation Rejection
 - i) -70/-70 dB (12.5/25 kHz)
- k) Receiver: Audio Distortion
 - i) 3% maximum (60% modulation)
- l) Receiver: Audio Output
 - i) 2.5 W

1.2.11 Control Station Radio – Environmental Requirements

All Control Station radios shall meet or exceed the following environmental specifications per MIL-STD-810E (or equivalent items in 810 F and G):

- a) Operating Temperature: -30 c to +60 C
- b) Low Pressure Operation: 500.3 Procedure II
- c) High Temperature, Storage / Operation: 501.3 Procedure I / II
- d) Low Temperature, Storage / Operation: 502.3 Procedure I / II
- e) Temperature Shock: 503.3 Procedure I
- f) Solar Radiation: 505.3 Procedure I
- g) Humidity: 507.3 Procedure II
- h) Dust, Blowing: 510.3 Procedure I
- i) Vibration: 514.4 Procedure I
- j) Shock, Functional: 516.4 Procedure I
- k) Rain, Blowing / Dripping Water (for metal case): 506.3 Procedure I / II
- l) Salt Fog (for metal case): 509.3 Procedure I

1.2.12 P25 Control Station Radio – Programming Security

Full provisioning and programming of subscriber radios for use on the trunked radio system must include the use of a software program and a hardware-based system key or USB dongle. Users that attempt to program a subscriber radio without the system key may have access to viewing the subscriber's configuration but they will not have the ability to enter or edit critical information such as talkgroups, system IDs, and individual radio IDs and will not have the ability to program the target radio.

Proposers shall describe how they will ensure that access to system key shall be restricted only to users authorized by the Port. Proposers shall describe other options for system key deployment and management (example: parent-keys and child-keys, restricted-ID-range keys, etc.).

1.2.13 Control Station Radio Programming Requirements

Proposers shall provide a total of one (1) total set of equipment, cables, and software required to program and maintain the VHF Marine, VHF Airband and DMR Tier II control station radios as described in this RFP. Equipment shall be exclusive of the computers used to operate the programming software. Programming software shall be compatible with Windows based PCs capable of operating in Windows 10 environments.

Important Note: P25 radios operating on the EBRCS system can only be programmed by authorized facilities such as the Alameda County Communications Radio Shop. The successful vendor shall make arrangements to coordinate P25 radio programming with Alameda County Radio as part of their scope of work.

1.3 Technical Requirements: Spare Equipment

Proposers shall provide comprehensive sets of spare parts (to be used for maintenance and repairs) for equipment in the following categories:

- a) One set of spares for dispatch console equipment for the Dispatch Consoles
- b) One spare DMR Tier II Control Station

Proposers shall provide a detailed list of the spares (by equipment type and by location (network core site, radio site, dispatch site, etc.)), including quantities, included in their proposal.

1.4 Site Power and Racking Requirements

1.4.1 Site Power Requirements

The equipment that comprises the Network Core and individual dispatch consoles shall operate off of 110 VAC power circuits.

Proposers shall also include in their proposal a new UPS for each dispatch position. UPS shall provide a minimum of 30 minutes of runtime for all equipment dedicated to the dispatch position, to include PC computer, monitor, and dispatch console electronics.

The OAK MDF (Bldg 367, Rm 1158, where it is envisioned that the Network Core equipment (Console Gateways) will be housed, is already protected by a UPS that powers the entire room.

The Radio Room (Bldg 367, Rm D3101, where it is envisioned that the Control Station Radios will be housed, is already protected by a UPS that powers the entire room.

1.4.2 Equipment Rack Requirements

1.4.2.1 Rack Requirements

Equipment for the Dispatch Consoles' Network Core, shall be housed in EIA nineteen-inch, 7.5 foot, open, 2-rail racks to be provided by the Port.

1.4.2.2 Mounting Requirements

Equipment placement in racks or cabinets shall be such that heavier items are placed lower in the racks while lighter items are placed higher in the racks to minimize the effect of centrifugal forces and swaying during an earthquake.

1.5 Site Workmanship Requirements

The Contractor shall complete all work at dispatch sites (including installation, optimization, and other work) according to the requirements of this Section.

1.5.1 Damages

Contractor shall be responsible for all damage to any property within the confines of the Port's property as a result of an act or omission of the Contractor, its employees and/or subcontractors. The Port will repair/replace or contract for repair/replacement services to return to original condition and all costs will be borne by the Contractor.

1.5.2 Acceptable Standards

Proposers shall perform all work on site according to standards accepted by the industry. Examples of standards for sites and shelters are:

- a) TIA-607B - Generic Telecommunications Bonding and Grounding (Earthing) For Customer Premises
- b) Motorola R56 Standards & Guidelines for Communications Sites
- c) Harris Corporation Site Grounding and Lightning Protection Guidelines

Other standards for how site work is to be performed may be submitted for evaluation but at this time only those listed immediately above have been accepted by the Port.

The contractor shall timely notify the appropriate governmental agency of the need for the construction and installation of such facilities. The costs of the Civil Work for said facilities shall not be included in the proposer's submitted proposal.

Ancillary equipment needed to comply with this requirement (e.g., surge suppressors) shall be supplied and installed by the Contractor.

1.5.3 General Grounding and Cabling Requirements

All sites shall be equipped with electrical and grounding systems as needed under this project, to the level approved for operation of the current generation of computer-controlled radio systems. Current best practices will be followed, using any of the standards listed above in this Section.

For dispatch sites, all cabling shall attach to consoles or logging recorders and to racks in the electronic equipment room of each location through appropriate cable connectors to facilitate ease of removal for maintenance. All cables, other than those carrying digital signaling, between the electronic equipment racks and consoles, radio system and all other equipment, shall be routed through punch blocks mounted on a sheet of fire-resistant plywood. The Proposer shall furnish all cables between the consoles and the electronic equipment room punch blocks and between the electronic equipment racks and the punch blocks. Plenum rated cable shall be provided and installed where required.

1.5.4 Punch Block Requirements

The Proposer shall provide and install all cables between the punch blocks that are installed as the terminations for the radio system. The Proposer shall provide and install all of the punch blocks required for the installation as described in the above paragraphs.

Proposer shall provide and install wall punch blocks in the spaces where the radio equipment is to be installed. All inter-equipment connections, including alarm contact wiring, shall be made through these blocks. The punch blocks shall be mounted on appropriately sized fire-resistant plywood. The contractor shall provide and install all wiring between radio equipment racks and the punch blocks as well as all wiring between those punch blocks and punch blocks used by other systems when intersystem interfacing is required.

Note: Portions of the installation work for this project is considered a Public Works Project. Any tasks of a Public Works nature (e.g., installing conduit and electrical work, penetrations through walls, etc.) needed to support the installation must be contracted to appropriate specialty trades under existing Port policies and Labor Code section 1725.5 as defined in Section III. 5. Port Policy Requirements. Should the Public Works portion of this project exceed

\$25,000, then the Proposer shall provide a Payment and Performance bonds for 100% of the Public Works portion of this project.

No contractor or subcontractor may be listed on a proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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

The Port is open to alternative forms of cable management providing they increase efficiency of maintenance and expansion or provide a significant decrease in cost or installation time. Proposers shall describe alternate cable management plan and the benefits they provide in their proposal.

1.5.5 Cable Labeling Requirements

All cables must be identified by machine-printed permanent adhesive labels at each end of the cable. Identification shall be printed in a color contrasting with the cable and must indicate self-evident cable use and routing, without the need to refer to a separate index. Handwritten labels are unacceptable. Color code and labeling shall meet the requirements in Attachments 13 and 14 of this RFP.

At sites with multiple antennas, each antenna cable shall be identified using a Port designated color-coding scheme. Color coding shall appear at no fewer places than the base of the antenna supporting structure and the vicinity of the duplexer/radio/combiner/multicoupler equipment, and the base of the antennas.

1.5.6 Cable Routing Requirements

Antennas shall be mounted according to antenna mount designs approved by the site owner. Coaxial cable shall be anchored according to the designs approved by the site owner, or otherwise shall be anchored to support structures at no more than the maximum distance recommended by the manufacturer, however, in any case, at no more than five feet spacing with suitable clamps.

Transmission line cable may be attached across a face of the support structure except that no part of any guide or line shall be within two inches of any other guide or line.

Each run of cable shall be one continuous piece from antenna to radio, multicoupler, combiner, duplexer, or lightning arrestor, without a splice or connectors, except that a jumper may be used at the equipment end.

Proposer shall determine the length of cable required in the field before cable is ordered.

Antenna cable ground kits shall be installed on each transmission line nearest the connection to the antenna and at a point near where the line leaves the support structure at the bottom, and to the grounding bulkhead or other suitable ground where the transmission line enters the equipment shelter.

All cables in a bundle must be tied as a unit, i.e., one fastener around the entire bundle. Cables or sub-bundles taking the same path may not be attached to an existing bundle, but must be incorporated into the original bundle.

Cables must be cut to length plus a small allowance for slack. Similarly-routed cables must have equal-length slack loops. Excessive extra cable is unacceptable, as are techniques to "use up" excessive cable, such as zigzag bundles.

Nylon cable ties are unacceptable for network or soft-shield cables which may be deformed due to fastener tension; Velcro wraps must be used in these applications. Where nylon cable ties are used, a flush-cut automatic tensioning tool, properly set according to the cable tie specifications, shall be

employed. Only black nylon cable ties or (Velcro hook-and-loop wraps, as appropriate) are to be used. Natural (white) nylon ties shall not be employed as they degrade with time and ultraviolet exposure.

Cable routing shall meet Port cable routing requirements included in Attachments 13 and 14 of this RFP.

1.5.7 Surge Suppression Requirements

Protection against electrical surges shall be provided, connected, and installed on all electrical lines and antenna transmission lines that enter any shelter building.

Each coax cable transmission line shall be equipped with an appropriate lightning arrestor that is mounted to a properly grounded bulkhead panel or other suitable ground where it enters the equipment shelter building.

1.5.8 Rack Access and Grounding Requirements

All fixed location radio equipment racks and cabinets shall have at least three feet of access space to perform repairs. Cases where this cannot be accomplished in existing facilities should be noted and discussed in the Proposal.

If equipment racks are mounted away from a wall, power cords and other cables shall be protected so that people in the equipment space will not step on, trip over, or accidentally pull out power plugs or damage the cables. The Proposer shall arrange for power outlets on the finished ceiling or cable ladder above the equipment racks.

Equipment rack cabinets shall be bonded together with copper conductors no smaller than AWG #2 and connected to a suitable ground.

The ground conductor shall have no sharp bends and as few bends as possible. Ground connections shall not feed through cabinets. Cabinet ground connections as well as connections to the grounding system shall be made to bare metal on the exterior of the cabinet using a suitable UL listed connection and mechanically secured with appropriate nuts, bolts, and star type washers.

1.5.9 Initiation and Completion of Work Requirements

Final system configuration shall be documented via as-built diagrams containing photographs, block diagrams, cabling and interconnection, and all hardware on a per-site and system-wide basis. Photographs shall depict hardware and cabling in those instances where intricate cabling lends itself better to use a photograph to show connections in addition to drawings and diagrams. Photographs shall also depict hardware placement in relation to landmark equipment in sites.

The installers shall remove all packing material, excess wire and material required for installation prior to beginning the acceptance testing. The floor areas are to be vacuumed or swept and shall represent a clean and orderly work area.

The outdoor areas of each site shall be clear of all scrap material, packing and packaging material, etc., so as to be clean and orderly.

Failure to comply with these requirements will result in the owner contracting a separate party to have the inside and/or outside cleanup work performed, and the cost of the cleanup will be deducted from the amount paid to the Contractor.

1.6 Project Deployment Requirements for Services

All necessary and incidental equipment needed in order to meet the requirements for a complete and operating system, even if not specifically mentioned herein, shall be supplied by the Contractor without claim for additional payment. Proposers are responsible for verifying the completeness of any parts lists, the correctness of any type numbers and the overall suitability of the equipment to meet the main purpose of the RFP and its requirements.

1.6.1 Project Management Services

Proposers shall include in their offering the necessary staff and other resources to provide the following Project Management Services:

- a) Assign and maintain a Project Manager to coordinate the activities of proposer's staff and subcontractors and to manage and control the project's performance, budget, schedule, and quality
- b) Conduct regular project status meetings and prepare and submit regular project status reports to inform the Port Project Manager of the project's status
- c) Complete a Contract Design Review in which a final design will be presented, discussed, and confirmed

1.6.2 Staging Services

Selected proposer shall stage their selected subsystem(s) in a proposer's location within the continental United States.

Staging services shall include:

- a) Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites
- b) Cut and label cables according to the approved Port requirements. Cables shall be cut with enough slack to allow for the connection and disconnection of cables without having to remove other cabling or equipment for later servicing.
- c) Label the cables with to/from information to specify interconnection for field installation and future servicing needs. Font used should be readable without need for magnification (i.e. 12-point font). Labels shall be made using permanent ink and shall not be handwritten.
- d) Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems)
- e) Assemble required subsystems to assure system functionality
- f) Power up, program, and test all staged equipment
- g) Confirm system configuration and software compatibility to the existing system
- h) Load application parameters on all equipment according to input from Port
- i) Complete programming of the Fixed Network Equipment
- j) Program the approved templates into a radio-programming template tool
- k) Complete programming of sample Radio units
- l) Inventory the equipment with serial numbers and installation references
- m) Complete system documentation
- n) Deliver a full equipment list of all items to be delivered to the Port sites including equipment make, model, quantity, serial number(s), destination (by site and by rack number).
- o) Staging shall conclude with the execution of a Factory Acceptance Test Plan which is to be agreed to by the selected proposer and the Port prior to its initiation and which is to be based on the functionality described in this RFP and in proposer's proposal. The Factory Acceptance Test Plan shall include failure mode analysis tests to demonstrate and confirm the performance of the system as various key components are removed from service.
- p) Proposers shall fully and explicitly identify any and all equipment that is to be used on a temporary basis to complete staging and that will not ship with the system. Examples include power supplies, RF dummy loads, etc.

1.6.3 Field Implementation & Optimization Services

Proposers shall include in their offering the necessary staff and other resources to complete the following field implementation and optimization services for all system infrastructure equipment:

- a) Install system equipment as specified by the Equipment List, System Description, and System Drawings
- b) Power and Ground all equipment
- c) Program all equipment

- d) Verify that all equipment is operating properly and that all electrical and signal levels are set accurately
- e) Verify that all audio and data levels are optimized
- f) Verify communication interfaces between devices for proper operation
- g) Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during system staging
- h) Perform tests to verify site link performance, prior to the interconnection of the system equipment to the link equipment
- i) All equipment used to deploy the system shall be new and unused.
- j) Equipment installed in the field will match the equipment part numbers included in the customer accepted equipment list.

1.6.4 Control Station Radio Implementation Services

Proposers shall include in their offering the necessary staff and other resources to complete the following control station radio implementation services:

- a) Perform initial alignment and adjustment of the radio. Vendor shall provide test documentation for all radios.
- b) Program the radio, as identified in the equipment list, in accordance with the Port approved programming templates

Control station radio installation shall be conducted according to the following guidelines:

- a) Antenna installations shall use mounting hardware appropriate for the type of antenna support structure.
- b) Antenna lines shall be grounded according to industry best practices (see Section 1.5.2 Acceptable Standards)
- c) Vendor shall check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances. Vendor shall provide test documentation for all radios.
- d) Vendor shall perform antenna system sweep to include return loss measurements to verify that antenna systems are within tolerances for loss and frequency. Vendor shall provide test documentation for all radios.
- e) Lightning arrestors shall be installed on all new antenna lines according to industry best practices (see Section 1.5.2 Acceptable Standards)

1.6.5 System Testing and Acceptance Services

Acceptance of the dispatch consoles shall occur on a one-time basis following successful completion of the Acceptance Test Plan and the resolution of all open punch-list items to the Port's satisfaction (as well as any other conditions for acceptance set forth in the purchase agreement).

Prior to initiating any Field Performance/Functionality Acceptance tests, the Contractor shall update all equipment in the system with the then-current versions of software (i.e., if new versions have become available since Staging and/or Shipment, they shall be applied before Field Performance/Functionality Acceptance tests).

Proposer shall develop for approval by the Port, a detailed Acceptance Test Plan (ATP) to demonstrate the performance, features, and reliability of the individual subsystems and the entire dispatch console system. Each test shall have individual procedures and each procedure shall identify the goal, the method, the criteria for pass-failure, and the remedy that shall be taken should failure occur.

Field Performance/Functionality Acceptance tests shall test all functionalities and performance aspects called for as requirements in this RFP. Field Performance/Functionality Acceptance tests shall include failure mode analysis tests to demonstrate and confirm the performance of the system as various key components are removed from service.

Proposer shall execute the Port-approved tests which shall be witnessed and approved or deemed to be failed, per the criteria for pass-failure. Proposer shall remedy any causes of failures and shall repeat the test which shall be witnessed and approved or deemed to be failed, per the criteria for pass-failure.

Proposers shall include in their proposals their preliminary Factory (Staging) Acceptance and Field Performance/Functionality Acceptance Test Plans.

1.6.6 Training Services

Proposers shall include in their offering the necessary staff and other resources to prepare and deliver the following training services for the Port (as applicable to their proposed subsystem):

Administration and Management Training

- a) Dispatch Screen template-building and programming and usage class: for five (5) attendees at one location in the Port or at location of Contractor (whichever is less costly to the Port)
- b) System management class: shall cover all Dispatch Console equipment: one or multiple classes for five (5) attendees to be held in the Port or at location of Contractor (whichever is less costly to the Port)

Dispatch Console User Training

The Port is concerned that users may not retain all training (or miss initial system implementation training) in the intervening time period between training and final installation. To address this concern, Proposers shall quote two options for training:

- a) Optional - Scenario #1: Dispatch console usage classes (individual trainee format): Nine (9) classes for up to three (3) operators per class at the Oakland Airport A-EOC. Classes may have to be adjusted to meet shift requirements at the Port, proposers shall price their training accordingly. Shifts at the Port run from 7 AM – 3 PM, 3 PM – 11 PM, and 11 PM – 7 AM. Training for up to three operators shall be conducted on the single shared A-EOC console.
- b) Optional - Scenario #2: Dispatch console usage classes (individual trainee format): Nine (9) classes for up to three (3) operators per class at the Oakland Airport A-EOC. Classes may have to be adjusted to meet shift requirements at the Port, proposers shall price their training accordingly. Shifts at the Port run from 7 AM – 3 PM, 3 PM – 11 PM, and 11 PM – 7 AM. Two temporary dispatch consoles used for training sessions must be provided by the vendor. The temporary dispatch consoles must be separate from the equipment purchased in the contract.

The temporary dispatch consoles will remain on site until initial system implementation and training are completed after which they will revert back to proposer's possession. Training for all three operators shall be conducted concurrently on the single A-EOC console and the two temporary dispatch consoles.

The training listed above must be delivered as an in-person instructor-led course. Training must be led by professional trainers, the use of sales personnel or other support personnel to conduct training is not acceptable. Training must be customized to reflect the Port system.

It is important to note that the Port may request additional class sessions of the training listed above to meet scheduling and staffing requirements at the Proposer's quoted price as listed in the RFP Pricing workbook.

Proposers are encouraged to include training that it feels may be beneficial to the Port as optional components to the main offering. These offerings could include online and CD/DVD based training.

Prior to initiation of training, the Contractor shall develop, review and get approval with the Port on all training curricula and associated materials.

Training classes will include the preparation and distribution of all materials at the expense of the Contractor. The Port desires to have easy to follow training materials/manuals that staff can use and reference as needed.

1.6.7 Documentation Services

For all major components included in their final design, Contractor shall agree to supply the following documentation:

- a) Service Manual: Contents of manual shall include maintenance procedures and schedules, product schematics, trouble shooting and repair guides
- b) Operator Manual: Contents of manual shall include location of all switches, controls and indicators; Step-by-step instructions to operate all equipment features.
- c) Technical data: Proposer shall submit technical product literature demonstrating that the equipment fully complies with all technical provisions of this RFP.
- d) As-built Documentation: Proposer shall submit documentation which contain details on the final installed configuration which shall include block diagrams, cable routing, rack layouts, and site layouts. Proposer shall also submit documentation that contains: a listing of all customizable parameters, a concise password list, and IP network assignments with Domain Names. Any programming scripts, files, or other electronic media used to configure the equipment as delivered shall also be included.

Contractor shall provide 4 bound paper copies and one electronic copy of each manual.

Any documentation that is developed specifically for the Port (including diagrams or written descriptions of the system) shall be provided as editable electronic documents in the most current version of Microsoft Word (for written documents) and Microsoft Visio (for drawing documents). The Port reserves the right to duplicate materials for internal purposes only.

1.6.8 Services – Project Management Plan

Proposers shall include in their offering the necessary staff and other resources to complete and maintain a Project Management Plan throughout the course of the project. The Project Management Plan shall be included in the proposal and include the following sections:

a) Staffing Plan

A description (including full resumes) of backgrounds and relevant skills, experience, and education for, at a minimum, the following project staff (any substitution will be approved by the Port):

1. Sales Account Manager
2. Project Manager
3. Project Engineer
4. Project Technician
5. Training Staff
6. Subcontractor Lead

The staffing plan shall also address the following questions:

1. How is the proposer's team organized?
2. Who is the proposer's single point of contact (name and contact information)?
3. Who is a point of escalation should an issue be unable to be addressed by the proposer's single point of contact (name and contact information)?

b) Implementation Plan

A description of the tasks involved in the successful completion of the project including the goals, activities, outcomes/deliverables, and assumptions regarding system design, frequency acquisition/licensing, system manufacturing, site preparation (for each site), system staging, system installation, system configuration, system optimization, system testing (performance, and reliability), cutover preparation, training, cutover implementation, conditional acceptance, final acceptance, warranty/support, and any other relevant activities. The roles and responsibilities of the proposer, the individual Port, and other relevant third parties shall be described for each activity.

c) Project Schedule

A Gantt chart that graphically depicts the start date, end date, duration, and precedence-relationship of the activities and sub-activities listed above.

d) Testing Plans

Provide detailed plans to demonstrate the performance, features, coverage, and reliability of the individual subsystems and the entire system. Each test shall have individual procedures and each procedure shall identify the goal, the method, the criteria for pass-failure, and the remedy that shall be taken should failure occur. Plans shall be included for Factory (Staging) Performance Acceptance, and Field Performance Acceptance.

e) Project Reporting Plan

Include a description of how and when the proposer proposes to manage, report, and control project issues and risks. This shall describe the contents/agendas for and frequencies of regular report and status meetings throughout the project. It shall also detail the proposer's processes for identifying, reporting, discussing, agreeing, and approving resolutions to project issues and risks. The Port will have the sole discretion as to when and how issues and risks are to be added to and removed from the project reporting plan.

f) Project Risk Plan

Include a detailed listing of both general and specific risks to the project, and descriptions of proposer's plans to mitigate each risk.

1.7 System Support and Maintenance Requirements

Proposer shall include in their offering the services in the following subsections to support and maintain the dispatch console system described in this RFP:

1.7.1 Infrastructure Support & Maintenance General Requirements

Proposers must include pricing for support/maintenance on a 7 x 24, basis; inclusive of all upgrades and enhancements aimed at achieving efficient operation of the system and providing safe and adequate services at all times.

Support services shall include a toll-free number for service issues, a support email address, a support website and remote diagnostic capability. The Port plans to utilize the Contractor's established support center to answer technical systems, operational questions and address problems. Guidance and assistance will be needed from the Contractor in the use of their web site, if available. If any of these services are not included in the support/maintenance agreement, it should be noted in the Proposer's response.

Acknowledgement of support/maintenance calls must be within one hour after receipt. The Port's standard for problem resolution is noted below. Proposers will note in their proposals how their service levels differ.

- a) Priority 1 – Entire system is inoperative. Commands the highest level of priority and fastest repair, with 60-minute trouble call acknowledgement, with repair to be completed no later than 4 hours after acknowledgement of trouble call.
- b) Priority 2 – System disabled; major function inoperative or component failure. Repair needed ASAP, with 60-minute trouble call acknowledgement, with repair to be completed no later than one business day after acknowledgement of trouble call.
- c) Priority 3 – Minor system issue or redundant component failure. Routine but repaired as quickly as practical but no later than two business days after acknowledgement of trouble call.

The Port shall be provided with written documentation indicating the cause of the service outage, the resolution, and all post repair testing procedures to ensure proper operation. In the event Port owned spares are used to complete a repair, the model and serial number of both the defective unit and the spare shall be noted in the documentation.

For all equipment needing factory or depot repairs, a comprehensive tracking system shall be put in place by the contractor to track units to and from the factory/depot.

The first year of paid support will not commence until after the warranty expiration. Warranty period will not commence until the Port has beneficial use of the system and staff are trained. Pricing for support and maintenance must be fixed for the first year of service. Thereafter, pricing may not increase by more than 3% for each subsequent one-year period.

Proposers shall identify sub-contracted service providers and their location that will be used to fulfill this requirement.

1.7.2 System Warranty

Proposer will warrant the overall performance of the subsystems provided, including all subsystem and component hardware and software, for 12 months, following Final System Acceptance; which shall be considered as the successful completion of all acceptance test plans and the resolution of all open punch-list items to the Port's satisfaction, culminating in an Acceptance Certificate signed by the Port. As noted above, acceptance of the Dispatch Console Subsystem shall occur on a one-time basis. Port should have beneficial use of the system and this time and all training sessions completed.

Problem identification, resolution and repair will be in accordance with Section 1.7.1 during the Warranty Period.

1.7.3 Infrastructure Support & Maintenance Requirements – Optional Services

Proposers shall include in their offering the necessary staff and other resources to provide optional Support and Maintenance services in additional one-year periods after the warranty period ends, not to exceed a total period of 5 years.

- a) Technical Support Service: in accordance with the General Requirements noted in Section 1.7.1.
- b) System Software and Hardware Update Program: in which the Contractor will provide upgrades to the software included in system infrastructure components in accordance with the General Requirements noted in Section 1.7.1, and updates to the hardware included in the system to the degree that hardware updates are required by the software upgrades (e.g., if a software upgrade to one component requires the replacement of a router with a newer model, then the pricing shall cover both); Proposer's responsibility shall be to provide all necessary software and hardware and a detailed upgrade/implementation plan; Proposers shall assume that the Port will implement a system software/hardware upgrade every two years.

1.8 Product Availability and Lifecycle Support Requirements

1.8.1 Product Shipping Status Requirements

Proposers shall not include in their design any of the following products in their configuration that are either: i) not currently (at time of submission of proposal) ready for shipment to customers or ii) slated (formally announced) for cancellation with an announced date for last orders that is within 12 months of the date of submission of proposals:

- a) Key network (LAN/WAN) components including those that connect controllers, audio processors, dispatch consoles, interoperability equipment, and radio sites
- b) Dispatch consoles
- c) Network Management System equipment

1.8.2 Product Availability Requirements

Pricing for the following products or functional equivalents at no additional cost, in the configurations for this project, shall remain firm for two (2) years from contract execution:

- a) Key network (LAN/WAN) components including those that connect controllers, audio processors, dispatch consoles, interoperability equipment, and radio sites
- b) Dispatch consoles
- c) Network Management System equipment

Thereafter, pricing may only be increased once per year up to the maximum percentage quoted on the pricing form (marked on the form as: "Infrastructure Pricing Increase Percentage").

It is important to note the percentages quoted for both infrastructure and subscribers are not to exceed percentages, however, it is not to be assumed proposers will automatically get the full percentages quoted. Proposers must provide sufficient documentation supporting the actual percentage of increase required for purchases beyond the initial two-year period. The not to exceed percentage of increase will be considered when evaluating the life cycle cost. Note: It is expected that any decreases in pricing would be passed on to the Port.

"No additional cost" means that the cost of a functional equivalent and the costs for any associated upgrades/replacements to functionally-associated, in-use equipment that is required by the introduction of the functional equivalent shall be no greater than the cost of the product as quoted.

Proposers shall state their compliance with these requirements. Note: Stated proposer compliance shall be included as part of the resultant contractor's contract.

Additionally, Proposers shall provide information on state and local contracts executed and in force within the previous 12 months that have provisions that allow the purchase of equipment from outside agencies. Information provided must include at a minimum the name of the contract agency, as well as the Port and State of the contract agency.

1.8.3 Product Lifecycle Support Requirements

Parts and technical service (phone support) shall be available for 7 years after notice of discontinuation of all of the following products:

- a) Key network (LAN/WAN) components including those that connect controllers, audio processors, dispatch consoles, interoperability equipment, and radio sites
- b) Dispatch consoles
- c) Network Management System equipment

Note: Stated proposer compliance shall be included as part of the resultant contractor's contract.

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, at the Port's Social Responsibility Division, or dcason@portoakland.com

2. **Insurance Requirements:**

All Respondents who plan on submitting a proposal in response to this RFP must meet the Port's Insurance requirements listed in **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 Donna Cason in the Port of Oakland's Social Responsibility Division at (510) 627-1252.

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

5. Prevailing Wages License and Sub-contracting Requirements:

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

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

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

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

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

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

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

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

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

6. Payment and Performance Bonds:

For Public Works Purchases over \$25,000, the Contractor must provide a 100% Performance Bond and a 100% Payment (Labor and Material) Bond.

7. Port's Standard Professional Services Agreement:

Submission of a proposal will confirm that the Respondent fully understands the provisions of the Port's Standard Professional Services Agreement (**Attachment 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.

8. Badging Requirements

All personnel will be required to pass a background investigation and wear a photo I.D. at all times. The Contractor shall employ personnel who can pass a security background check. The cost of any background check will be the responsibility of the Contractor (The current fingerprinting cost is \$50 per person and Badges \$25 per person). It will also be the responsibility of the Contractor to maintain any keys, codes, or cards required to gain access and complete work. The contractor shall safe guard all I.D. badges, keys, and access code. The Contractor will be responsible for any lost items, including the cost of re-keying, re-badging, or changing access code. Refer to the website for additional information on lost items and fees: <https://www.oaklandairport.com/airport-security/id-badging-office/authorized-signer-information/>.

IV. Submission Requirements

The Port has scheduled a non-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 should be bound or contained in a loose-leaf binder. Responses shall be printed on 8 1/2" x 11" paper or folded to such a size; and formatted in no smaller than 10-point font. Each section shall be labeled according to the sections below.

1. **Company Information:** Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and names and titles of key management personnel, and a brief history of your company. Provide a brief statement of who is authorized to submit the proposal on the behalf of your company. Please make sure that person signs and dates the statement. If your company is making any

exceptions to the Port's Standard Professional Services Agreement (**Attachment 11**) 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. (1 page)

2. **Knowledge and Experience:** Provide relevant information about your company's knowledge and experience, including a list of three or more projects (in similar size and scope to that of this RFP), with brief descriptions that demonstrate your experience. Also, provide the names of key personnel who will be assigned to do the work under this project and provide their relevant experience. (3-5 pages)
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. (1-2 pages)
4. **Plan and Approach:** Provide an overview describing the general approach, scope of services, and methodology of your company's ability to fulfill the general functions required in this RFP. Please make sure that you have addressed any areas of this RFP that references "Proposer shall describe" and that you have included narrative text that describes how your solution meets the requirement. Please use this section to describe the services you propose to provide to the Port. Services can be above and beyond the requirements listed in the "Scope of Service" section, however they must be marked as "Optional" and enumerated in Section 5 as Optional. (4-7 pages)
5. **Proposed Costs:** Provide a total cost proposal for all products and services to be delivered. It shall be for a firm-fixed price that identifies a breakout of the pricing for each element of the proposed project. Pricing shall be completed using the attached Proposal Worksheet (Attachment 4 of this RFP).
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. (1 page)
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. (pages as needed to comply with submission requirement)
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.

V. Evaluation Criteria

Prior to contract award, the Port must be assured that the Respondent selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Port is unable to assure itself of the Respondent's

ability to perform under the contract, if awarded, the Port has the option of requesting from the Respondent any information that the Port deems necessary to determine the Respondent's capabilities. If such information is required, the Respondent will be notified and will be permitted five (5) working days to submit the requested information.

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

A. Evaluation Weights

Item	Criteria	Weights
	<u>Adherence to Port Policy and Other Requirements and Debarment Statement</u> Proposals from companies who have not or will not adhere to the Port Policy and Other Requirements or who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Items 6 and 8 of the Submission Requirements section.)	Pass/Fail
1	<u>Company Information, Client References, Litigation and Other Information, and Required Forms</u> Respondent's capacity to provide professional service as evidenced by past performance, company information, reference checks, litigation and other information, and required forms. (Items 1, 3, 7, and 8 of the Submission Requirements section.)	10%
2	<u>Knowledge and Experience</u> Respondent's knowledge and experience in Radio Dispatch Consoles as evidenced from your response to item 2 of Submission Requirements section.	20%
3	<u>Plan and Approach</u> As evidenced from your response to item 4 of the Submission Requirements section.	30%
4	<u>Proposed Costs</u> As evidenced from your response to item 5 of the Submission Requirements section, and as provided on the Proposal Worksheet.	25%
5	<u>Non-Discrimination and Small Local Business Utilization Policy (NDSLBP)</u> Does your company meet the Port's definition of Small Local Business and/or make a 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 Local Impact Area (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}? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port's NDSLBP program award points accordingly to qualifying companies.	15%
	Total	100%

B. Selection Procedure:

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

VI. Additional Provisions

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

A. Port's Legal Name and Jurisdiction

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

B. Ownership of Proposal

All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of Port, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent does not make specific reference to data that is considered "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 and Length of Contract

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

The Port will award an initial three-year contract (if any) and will additionally have the option to issue two (2) one-year extensions not to exceed a total period of 5 years (at the costs quoted in this proposal).

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.



Non-Collusion Declaration

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

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

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

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

Executed this _____ day of _____, 202__, at

_____, _____

Signature

Authority: Public Contract Code 7106
CCP 2015.5



PORT OF OAKLAND

Statement of Equal Employment Opportunity

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

RFP Acknowledgement and Signature Form

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

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

Addendum Acknowledgement:

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

Acknowledgement and Signature:

1. **No Proposal is valid unless signed in ink by the person authorized to make the proposal.**
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.
3. I 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: _____

Proposal Worksheet

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System (Page 1 of 5)

Provide a total cost proposal for all products and services to be delivered. It shall be for a firm-fixed price that identifies a breakout of the pricing for each element of the proposed project. Pricing shall be completed using the Proposal Worksheet format provided herein. Proposers may use extra sheets if needed by using the same format provided below.

Section I: Dispatch Console Mandatory Items

Item #	Description	Unit List Price (US \$)	Discount %	Unit Sales Price (US \$)	Quantity	Extended (US \$)
1	Console: Common Equipment				LOT	
2	Console: Server Equipment				LOT	
3	Console: Network LAN/WAN Equipment				LOT	
4	Console: Dispatch Position				3	
5	Console: PC and Monitor				3	
6	Console: 6-wire Headset				30	
7	Console: Instant Recall Recorder				3	
8	Console: Implementation Costs				LOT	
9	Console: Programming Equipment				2	
10	Console: Spare Equipment (Lot)				1	

Respondent's Name: _____

Title: _____

**RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System
(Page 2 of 5)**

Section I: Dispatch Console Mandatory Items (Cont.)

Item #	Description	Unit List Price (US \$)	Discount %	Unit Sales Price (US \$)	Quantity	Extended (US \$)
11	Control Station: P25 Control Station				1	
12	Control Station: DMR Control Station				4	
13	Control Station: Airband Control Station				1	
14	Control Station: VHF Marine Control Station				1	
15	Control Station: Implementation Costs				LOT	
16	Control Station: Programming Equipment				1	
17	Control Station: Spare Equipment				1	
18	Others: Please Specify:					
19	Others: Please Specify:					
20	Others: Please Specify:					
21	Others: Please Specify:					
22	Others: Please Specify:					
23	Others: Please Specify:					
Total Cost						

Respondent's Name: _____ **Title:** _____

**RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System
(Page 3 of 5)**

Section II: Optional Items

Item #	Description	Unit List Price (US \$)	Discount %	Unit Sales Price (US \$)	Quantity	Extended (US \$)
1	Option: Console Touch Screen (per console)				1	
2	Option: Desk Microphone (per console)				1	
3	Option: VoIP Keying (ED-137)				1	
4	Option: Software Application-based Console				1	
5	Option: P25 Control Station AES Encryption				1	
6	Option: P25 Control Station OTAR				1	
Total Cost						

Section III: Training

Item #	Description	Unit List Price (US \$)	Discount %	Unit Sales Price (US \$)	Quantity	Extended (US \$)
1	Console System Management Training (per session)				1	
2	Console System Maintenance Training (per session)				1	
3	Optional: Scenario 1 - Dispatch Console Operator Training (Single A-EOC Console/per session)				9	
4	Optional: Scenario 2 - Dispatch Console Operator Training (Single A-EOC Console and Two Temporary Consoles/per session)				9	
Total Cost						\$

Respondent's Name: _____ **Title:** _____

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System
(Page 4 of 5)

Section IV: Optional Maintenance and Support Services

Item #	Description	1 st Year Warranty Maintenance	Price for 2nd Maintenance Year (US \$)	Price for 3rd Maintenance Year (US \$)	Price for 4th Maintenance Year (US \$)	Price for 5th Maintenance Year (US \$)
1	Dispatch Console Subsystem Maintenance and Support	Included				

Section V:

Item #	Description	Hourly Rate (US \$)
1	Engineer	
2	Project Management	
3	System Technician	
4	Repair Technician	
5	Installation Technician	

Respondent's Name: _____ **Title:** _____

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System
(Page 5 of 5)

Section VI: Pricing Increase Percentage

Item #	Description	Hourly Rate (US \$)
1	Subscriber Pricing Increase %	
2	Infrastructure Pricing Increase %	
3	Others: Please Specify:	

Section VII: Pricing Comments

Item #	Section Ref.	Comment
1		
2		
3		
4		
5		
6		
7		
8		
9		

Respondent's Name: _____ **Title:** _____
Company Name: _____
Authorized Signature: _____ **Date:** _____



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

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

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

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

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

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

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

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

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

- Consultants or any team members wishing to be certified by the Port must submit a Certification Application, with all supporting documentation seven (7) business days prior to the proposal due date. The questionnaire and checklist of necessary supporting documents for certification may be obtained at: <http://www.portofoakland.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 (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.



PORT OF OAKLAND

Local Participation Questionnaire

(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:



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
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:



PORT OF OAKLAND

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

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

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

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

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

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

- 1) Pay all non-exempt employees the living wage rates (As of July 1, 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:

Donna Cason

Port of Oakland

Social Responsibility Division

530 Water Street

Oakland, CA 94607

Phone: (510) 627-1252

Email: dcason@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: Donna Cason, Port of Oakland, Social Responsibility Division, 530 Water Street, Oakland, CA 94607. Email: dcason@portoakland.com



PORT OF OAKLAND

Statement of Living Wage Requirements

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

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.: 21-22/19 - Oakland International Airport Digital Radio Console System

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.: 21-22/19 - Oakland International Airport Digital Radio Console System

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



PORT OF OAKLAND

Attachment 11

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

ATTACHMENT 11

PROFESSIONAL SERVICES AGREEMENT

**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”)

[brief description of Services; Contract No., if any]

Reference Date

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Appendices

A	Services
A-1	Software
B	Payment
C	Insurance
D	Parties
E	FAA AIP Grant-Required Provisions
F	Indemnification

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.

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. Notices; Agent for Service of Process

9.1 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.

- 9.2 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.

10. Disputes; Statutes of Limitation; Governing Law

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.

11. Miscellaneous

- 11.1 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.
- 11.2 Time of the Essence.** Time is of the essence in the performance of this Agreement.
- 11.3 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.

- 11.4 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:
- 11.4.1** "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.
- 11.4.2** "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.
- 11.4.3** "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.
- 11.4.4** "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.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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.

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>
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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 Appendix A-1) that conflicts with or is inconsistent with those terms and conditions.

A. SCOPE OF WORK

If applicable, the following capitalized terms, as used in this Agreement or in this Appendix or any of the other Appendices, have the following meanings:

☐ “Software” means: _____.

☐ “Software” is provided as “software as a service” and delivered through the following online or mobile-access platform(s): _____.

☐ “Equipment” means: _____.

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 ____ year(s) commencing _____ and terminating _____.

☐ The Port has the option of extending the Agreement for an additional _____ in _____ 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 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 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.

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.



RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

ATTACHMENT 12

Compliance Matrix

Attachment 12 - Compliance Matrix

INSTRUCTIONS FOR COMPLETING DOCUMENT	
<p>On the following pages, proposers are to provide a value for each identified requirement from the RFP. The PDF form is editable, so for each requirement, proposers shall enter their point value in each cell of the "Proposer Response" column (only those cells with a light-blue highlight), according to the following scale:</p>	
Mark in the "Proposer Response" Column:	<p>Respond with a 3 if your proposal or proposed system MEETS or EXCEEDS the requirement AS SPECIFIED. The Port will assume a response of "3" indicates the requirement is satisfied in both outcome and method without any modification to user operation.</p>
	<p>Respond with a 2 if your proposal or proposed system does LESS THAN WHAT IS SPECIFIED and your firm believes it can still meet the intent of the requirement because your offering provides the intended outcome but requires adjustment to the method of user operations. For example, if a user operation is required and your offering provides for the same outcome of that operation but it provides it through a different method (such as a different type of button-press), respond with a 2. Please provide a description of exactly how the method of your offering varies from the Port's requirement(s) and how you feel it meets the overall intent for the outcome of the requirement in the "Comments Section".</p>
	<p>Respond with a 1 if your proposal or proposed system does LESS THAN WHAT IS SPECIFIED. Please provide a description of exactly how your offering varies from the Port's requirement(s) in the "Comments Section", including the parts of the requirement that are and are not met by your offering.</p>
	<p><u>Respond with a 0</u> if your proposal or proposed system cannot meet any part of the intent of the requirement(s).</p>
<p>Proposers must provide explanations, clarifications, details, etc. to any requirement that is assigned a value of 2 or 1. (Such comments are not required for values of 3 as such a designation implies that proposer meets the requirement exactly as stated. Similarly, such comments are not required for point values of 0 as such a designation implies that proposer cannot in any way meet either the letter or the intent of the requirement.) Such narrative is to be provided in the specific section of the Response Document that is designated in the corresponding "Comments Section" column.</p>	
<p>Any "Proposer Response" cell that is not assigned a value by the proposer will be assigned a value of "0" by the Port.</p>	
Requirement Priorities	
Priority	Definition
High	In the Port's view, an extremely important requirement - Inability to meet a requirement of High priority will prevent end users from performing their duties, or prevent overall system operation as envisioned.
Medium	In the Port's view, an important requirement - Inability to meet a requirement of Medium priority will affect the way in which end users perform their duties, or affect overall system operation as envisioned.
Low	In the Port's view, a requirement that is not important - Such a requirement would be "nice to have" but users can complete their duties without it, or the system can operate as envisioned.
Informational	Not a "specifications requirement" but is requested for informational purposes only.
COMMENTS SECTION	
<p>Please include sufficient detail in your proposal narrative to ensure that the Port understands your proposal and how it meets or exceeds our requirements. If insufficient detail is provided to confirm your ability to meet the requirement, or if the Port finds through its research and review that the proposer does not meet the intent of the requirement; the Port reserves the right to reduce the value of the numeric value submitted.</p>	

Attachment 12 - Compliance Matrix

Vendor Name:

Vendor Name:				
Section	Section Description	Priority	Proposer Response	Comments
1	Dispatch Console System	Informational		
1.1	Dispatch Console Requirements	Low		
1.1.1	Dispatch Console Components	High		
1.1.1.1	Dispatch Console PC Workstation Consolidation	Medium		
1.1.2	Dispatch Console Components – Options	Medium		
1.1.3	Dispatch Console Display / Audio Capabilities	High		
1.1.4	Dispatch Console Push-to-Talk Capabilities	Medium		
1.1.5	Dispatch Console Operational Features	Informational		
1.1.5.1	Trunked Talkgroup Calls	High		
1.1.5.2	Individual Calls	High		
1.1.5.3	Conventional Radio Calls	High		
1.1.5.4	Unit ID	High		
1.1.5.5	Supervisory Takeover	High		
1.1.5.6	Patching	High		
1.1.5.7	Multi-Select	High		
1.1.5.8	Emergency Alert	High		
1.1.5.9	Radio Monitor	High		
1.1.5.10	Wireline Connectivity Status	High		
1.1.5.11	Alert Tones	High		
1.1.5.12	Two-tone Paging	High		
1.1.5.13	Channel Marker	High		
1.1.5.14	Cross-busy	High		
1.1.5.15	Cross Mute	High		
1.1.5.16	Intercom	High		
1.1.5.17	Multi-frequency Station Control	High		
1.1.5.18	Remote Set-up and Knockdown	High		
1.1.5.19	Activity Log	High		
1.1.5.20	Auxiliary Inputs and Outputs	High		
1.1.5.21	Time Sync	High		
1.1.5.22	Redundancy	High		
1.1.6	Dispatch Console Instant Recall Recorder	High		

Attachment 12 - Compliance Matrix

Vendor Name:

Vendor Name:				
Section	Section Description	Priority	Proposer Response	Comments
1.1.7	Logging Recording Integration	High		
1.1.8	Dispatch Console Telephone System Integration	High		
1.1.8.1	SIP Endpoint	High		
1.1.8.2	Telephony Headset Operation	High		
1.1.9	Dispatch Console Conventional Channel Interface Requirements	High		
1.1.9.1	EIA Tone Keying	High		
1.1.9.2	E&M Keying	High		
1.1.9.3	VoIP Keying via ED-137 (Optional)	Medium		
1.1.10	Software Application-based Console (Optional)	Medium		
1.1.11	Dispatch Console – Console Programming Requirements	Low		
1.2	Technical Requirements: Control Station Equipment	High		
1.2.1	General Control Station Radio Requirements	High		
1.2.2	Control Station Radio Mode of Operation Requirements	High		
1.2.3	DMR Tier II Control Station Radio Feature Requirements	High		
1.2.3.1	Group Voice Calls	High		
1.2.3.2	Emergency Alarm	Medium		
1.2.3.3	Radio Check	Low		
1.2.3.4	Call Alert	Medium		
1.2.3.5	Radio Unit Disable/Enable	Medium		
1.2.4	P25 Control Station Radio Feature Requirements	High		
1.2.4.1	Group Voice Calls and Broadcast Group Call	High		
1.2.4.2	Emergency Alarm	Medium		
1.2.4.3	Emergency Group Call	Medium		
1.2.4.4	Individual Voice Call	Medium		
1.2.4.5	Announcement Group Call	Medium		
1.2.4.6	All Call / System Call	Medium		

Attachment 12 - Compliance Matrix

Vendor Name:

Vendor Name:				
Section	Section Description	Priority	Proposer Response	Comments
1.2.4.7	Radio Check	Medium		
1.2.4.8	Call Alert	Medium		
1.2.4.9	Radio Unit Inhibit/Uninhibit	Medium		
1.2.4.10	AES Encryption (Optional)	Medium		
1.2.4.11	Registration/ Roaming	Medium		
1.2.4.12	Affiliation	Medium		
1.2.4.13	Over-The-Air-Rekeying (Optional)	Medium		
1.2.4.14	Allowable P25 ID Requirements	Medium		
1.2.5	VHF Airband Control Station Radio Feature Requirements	High		
1.2.5.1	EUROCAE ED-137 Remote Control	Medium		
1.2.6	DMR Tier II Control Station Radio – Radio Parametric Requirements	Medium		
1.2.7	P25 Control Station Radio – Radio Parametric Requirements	Medium		
1.2.8	VHF Airband Control Station Radio – Radio Parametric Requirements	Medium		
1.2.9	VHF Marine Band Control Station Radio – Radio Parametric Requirements	Medium		
1.2.10	Control Station Radio – Environmental Requirements	Medium		
1.2.11	P25 Control Station Radio – Programming Security	Medium		
1.2.12	Control Station Radio Programming Requirements	Medium		
1.3	Technical Requirements: Spare Equipment	Medium		
1.4	Site Power and Racking Requirements	Informational		
1.4.1	Site Power Requirements	Medium		
1.4.2	Equipment Rack Requirements	Informational		
1.4.2.1	Rack Requirements	Informational		
1.4.2.2	Mounting Requirements	Low		

Attachment 12 - Compliance Matrix

Vendor Name:

Vendor Name:				
Section	Section Description	Priority	Proposer Response	Comments
1.5	Site Workmanship Requirements	Informational		
1.5.1	Damages	High		
1.5.2	Acceptable Standards	High		
1.5.3	General Grounding and Cabling Requirements	High		
1.5.4	Punch Block Requirements	High		
1.5.5	Cable Labeling Requirements	High		
1.5.6	Cable Routing Requirements	High		
1.5.7	Surge Suppression Requirements	High		
1.5.8	Rack Access and Grounding Requirements	High		
1.5.9	Initiation and Completion of Work Requirements	High		
1.6	Project Deployment Requirements for Services	High		
1.6.1	Project Management Services	High		
1.6.2	Staging Services	High		
1.6.3	Field Implementation & Optimization Services	High		
1.6.4	Control Station Radio Implementation Services	High		
1.6.5	System Testing and Acceptance Services	High		
1.6.6	Training Services	High		
1.6.7	Documentation Services	High		
1.6.8	Services – Project Management Plan	High		
1.7	System Support and Maintenance Requirements	Informational		
1.7.1	Infrastructure Support & Maintenance General Requirements	High		
1.7.2	System Warranty	High		
1.7.3	Infrastructure Support & Maintenance Requirements – Optional Services	High		
1.8	Product Availability and Lifecycle Support Requirements	Informational		
1.8.1	Product Shipping Status Requirements	High		
1.8.2	Product Availability Requirements	High		

Attachment 12 - Compliance Matrix

Vendor Name:

Section	Section Description	Priority	Proposer Response	Comments
1.8.3	Product Lifecycle Support Requirements	High		



PORT OF OAKLAND

Attachment 13

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

ATTACHMENT 13

Port Labeling Standard

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.

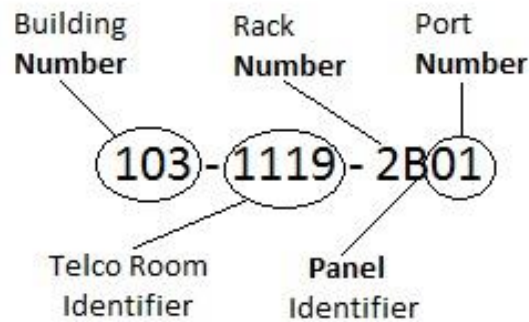
Particulars of the Standard

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.

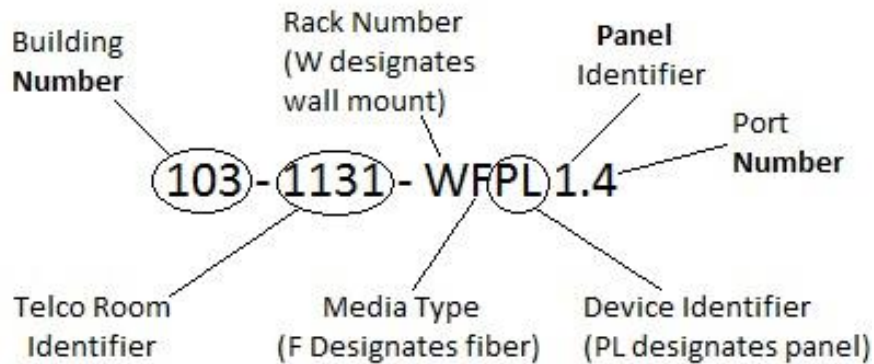
Label Target	Example	Explanation
Building	103	Port of Oakland building number
Telecommunications Room	1119	1 st digit signifies floor (1 st Floor Room)
Telecommunications Room	2092	1 st digit signifies floor (2 nd Floor Room)
Port Number	15	Designates port number 15
Communication Panel	A	Designates Panel 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.

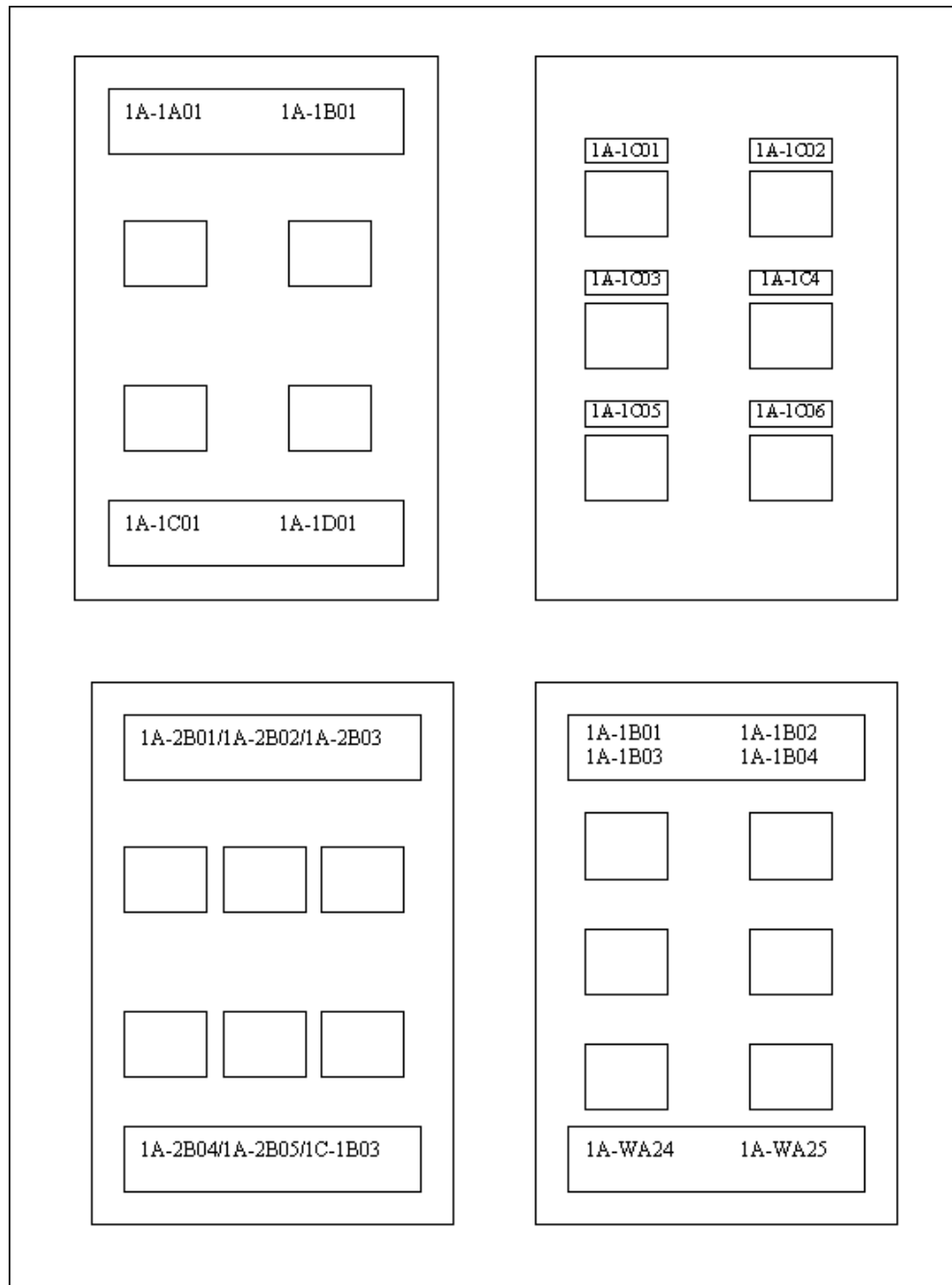
Horizontal Cable and Outlet Boxes (See figure 1)

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





PORT OF OAKLAND

Attachment 14

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

ATTACHMENT 14

Port 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) pigtails 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.



PORT OF OAKLAND

Attachment 15

RFP No.: 21-22/19 - Oakland International Airport Digital Radio Console System

ATTACHMENT 15

Performance and Payment Bond



PORT OF OAKLAND

Performance Bond

For Purchase Order/Contract No. _____

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

CONTRACTOR:

Name:

Address

OWNER:
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

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____

Name and Title: _____

SURETY:

Name:

Principal Place of business

CONSTRUCTION CONTRACT:

Dated: _____ in the amount of \$ _____

Purchase Order No. _____

SURETY

Company: _____

Signature: _____

Name and Title: _____

Address

Contact Person

Telephone Number

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

Mary Richardson, Port Attorney

BOND TERMS AND CONDITIONS

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

- 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of the Surety under Section 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than the Port or its successors or assigns.
8. The Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between the Port and the Contractor regarding the Construction Contract, or in the courts of the County of Alameda, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to the Surety, the Port or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by the Surety, the Port or the Contractor at the address shown on the signature page, however accomplished, shall be sufficient compliance as of the date received.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
- 12.1 Balance of the Contract Sum: The total amount payable by the Port to the Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
- 12.2 Construction Contract: The agreement between the Port and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Port Default: Material failure of the Port, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify the Contractor's termination of the Construction Contract.

END OF SECTION



PORT OF OAKLAND

Payment Bond

For Purchase Order/Contract No. _____

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

CONTRACTOR:

SURETY:

Name: _____

Name: _____

Address _____

Principal Place of business _____

OWNER:

CITY OF OAKLAND,

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

CONSTRUCTION CONTRACT:

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

Dated: _____ in the amount of \$ _____

Purchase Order No. _____

CONTRACTOR AS PRINCIPAL:

SURETY:

Company: _____

Company: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Contact Person _____

Telephone Number _____

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

Mary Richardson, Port Attorney

BOND TERMS AND CONDITIONS

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Port and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Port, this obligation shall be fully satisfied if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Port from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Port has promptly notified the Contractor and the Surety (at the address described in Paragraph 11) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Port Default.
3. With respect to Claimants, this obligation shall be fully satisfied if the Contractor promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Contractor or its subcontractors fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., the Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. The Surety's total obligation shall not exceed the penal amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety under this Bond.
6. Amounts due the Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of the Contractor and the Surety under this Bond.
7. The Port shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Suit against the Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. Notice to the Surety, the Port or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Port or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom to the extent of the conflict and all provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. **DEFINITIONS**
 - 13.1.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and

engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).

- 13.1.2 Construction Contract: The agreement between the Port and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 13.1.3 Port Default: Material failure of the Port, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF SECTION