



City of Oakland

SCHEDULE T

CONTRACT SUMMARY TRANSMITTAL*

CITY OF OAKLAND

OFFICE OF CITY MANAGER

FOR USE BY ALL CITY AGENCIES AND DEPARTMENTS FOR PROCUREMENT, CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

10-0293

13 MAR 13 AM 11:35

1 Agency Department of Information Technology Department Public Safety Services Division

2 Project Name Domain Awareness Center Project Amount \$2,700,000

3 Budget / Funding (** Multiple Funding Sources - Complete Additional Funding Section on Page 2)
Fund # _____ Org # _____ Account # _____ Project # _____ Program # _____ Encumbrance Amount \$ _____

4 Project Manager / Responsible Employee Name Ahsan Baig
Title Div Manager Phone 238-3010 email abaig@oaklandnet.com

5 Supervisor / Direct Report or Alternate Employee Contact
Name Jim Reese Phone 238-6450 email jreese@oaklandnet.com

6 Consultant / Contractor Name SAIC, Inc
Address _____ Phone _____ email _____

7 Type of Contract (Mark X) Professional Service X Construction X Commodities _____ Technology X

8 Statement of Contract Goal / Purpose Design and Build a Joint Domain Awareness Center

9 Actual or Estimated Notice To Proceed (NTP) Date 93/01/13 Estimated Completion Date 07/01/15

10 Resolution Number 82933 Resolution Date 07/20/10

11 Location of the Contract Documents _____

THIS PORTION MUST BE COMPLETED BY THE AGENCY / DEPARTMENT AND/OR THE PROJECT MANAGER

Insert language below regarding the evaluation of performance and/or audit requirements For example This contract is subject to an independent audit initiated by the City of Oakland and/or this contract will be evaluated quarterly according to the deliverables defined below

Please attach separate sheets if required

Performance, Inspection, Fiscal Reporting and Audit Requirements

Performance Evaluation	
Inspection Requirement	
Fiscal Reporting Requirement	
Audit Requirement	

Deliverables	Date Due	Completion Date	Responsible Source (Prime, Sub, Supplier, Other)	Performance
1				
2				
3				

City Representative AHSAN BAIG (Please Print) JIM REESE
City Representative Signature [Signature] Date 3/11/2013

City Clerk Nai Pham (Please Print)
City Clerk Signature [Signature] Date 3/14/13

* Must be attached to the signed Contract / Agreement and the First and Final (last) Payment Requests

CONTRACT SUMMARY TRANSMITTAL PROCEDURE

Note This Contract Summary Transmittal form must be completed and attached to the signed Contract / Agreement

Note Agency / Department - Project Managers are responsible and must ensure
Contract Compliance and Employment Services performed the following

- 1) Compliance Analysis
- 2) Equal Benefits Determination
- 3) Living Wage Determination

Note Before submission of a Contract

Schedule M (Part A and B) must be submitted to the City Attorney's Office for written approval

- 1) Consultant / Contractor must complete Schedule M - Part A
- 2) The City Agency / Department must complete Schedule M - Part B

Note A photocopy of the completed Contract Summary Transmittal form must be attached to the first and final payment request

- 1) Photocopy the front and back of the completed Contract Summary Transmittal form
- 2) Photocopy must be attached to the back-up documentation, on the first payment request and on the final payment request that is submitted to the Finance and Management Agency / Accounts Payable Section

Contract Transmittal Procedure	Date Received	Received Initials	Date Returned	Returned Initials
Contract Send to the City Attorney's Office for First Review				
Contract Send to the Consultant / Contractor				
Contract Send to the City Attorney's Office for Final Signature				
Contract Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract. Send to the Finance and Management Agency / Purchasing Division ***				
Contract Send to the Agency / Department for Director's Signature				
Contract Send to City Administrator's Office for Approval (for contracts over \$15,000)				
Contract. Send to City Clerk's Office	3/14/13	JOJ	—	—

*** All Contracts are sent to the Finance and Management Agency / Purchasing Division to ensure the required Funds are encumbered
Funds that are not encumbered may result in a delayed payment to the Consultant and/or Contractor

****Additional Funding Section**

Fund Number	Organization Number	Account Number	Project Number	Program Number	Encumbrance Amount

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE
CITY OF OAKLAND
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

TABLE OF CONTENTS

1	Definitions
2	Priority of Documents
3	Conditions Precedent
4	Scope/Statement of Work
5	Initial Term
6	Project Deliverables/Acceptance
7	No Disruption of Software
8	Contractor Warranties
9	Proprietary or Confidential Information of the City
10	Ownership of Results/Licenses
11	Maintenance
12	Change Notices
13	Liquidated Damages for Contractor's Unexcused, Untimely Performance
14	Limitation on Liability
15	Performance Bond
16	Indemnification
17	Termination
18	Abandonment of Project
19	Commencement, Completion and Close-out
20	Bankruptcy
21	Assignment
22	Agents/Brokers
23	Publicity
24	Conflict of Interest
25	Validity of Contracts
26	Governing Law
27	Headings
28	Construction
29	Waiver
30	Independent Contractor
31	Attorneys' Fees
32	Counterparts
33	Remedies Cumulative
34	Severability/Partial Invalidity
35	Access
36	Entire Agreement of the Parties
37	Modification
38	Notices
39	Right to Offset
40	Survival
41	No Third Party Beneficiary
42	Authority

EXHIBITS

Exhibit 1----Scope/Statement of Work

Exhibit 2--- City of Oakland RFP

Exhibit 3--- Contractor's RFP Proposal

Exhibit 4- Contractor's Project Proposal Presentation

Exhibit 5--- Contract Compliance Provisions/Federal Regulatory/Contracting Requirements

- 1 Business Tax Certificate
- 2 Inspection of Books and Records/Right to Audit
- 3 Non-Discrimination/Equal Employment Practices
- 4 Americans with Disabilities (ADA Requirements)
- 5 Local, Small Business Enterprise Program (LSBE)
- 6 Other Applicable Ordinances
- 7 City of Oakland Campaign Contribution Limits
- 8 Insurance
- 9 Political Prohibition
- 10 Religious Prohibition
- 11 Prompt Payment Ordinance
- 12 Arizona and Arizona-Based Businesses
- 13 Dispute Disclosure
- 14 Federal Regulatory/Contracting Requirements

Exhibit 6-Schedules

- **Combined Schedules C-1, .P. U, V**
 - Declaration of Compliance with Americans with Disabilities Act
 - Nuclear Free Zone Disclosure
 - Compliance Commitment Agreement
 - Affidavit of Non-Disciplinary or Investigatory Action
- **Single Schedules**
 - Schedule B-2- Arizona Resolution Declaration of Compliance
 - Schedule D - Ownership, Ethnicity and Gender of Prime and Employees
 - Schedule K- Pending Dispute Disclosure
 - Schedule M - Independent Consultant Questionnaire, Part A
 - Schedule N - Declaration of Compliance - Living Wage Ordinance
 - Schedule N-1 Equal Benefits Declaration of Non-Discrimination
 - Schedule Q - Insurance Requirement

Exhibit 7-Terms and Conditions For Maintenance

Exhibit 8- Project Change Control (Change Order Template)

Exhibit 9- VidSys Software License

Exhibit 10- City Travel Policies

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OAKLAND AND SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

RECITALS

This Agreement is made with reference to the following facts and objectives

- A WHEREAS, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met, and 1
- B WHEREAS, Contractor is a provider of information technology-related services ("Services"), and
- C WHEREAS, City is part of and provides information technology services to the various City departments, offices, and programs, and
- D WHEREAS, City is interested in Contractor's Services, and specifically interested in [Science Applications International Corporation's Services], and
- E WHEREAS, City desires to obtain Contractor's Services from Contractor, and
- F WHEREAS, the following Exhibits and Schedules are attached to and incorporated by reference into this Agreement

EXHIBIT 1---Scope/Statement of Work

EXHIBIT 2---City of Oakland RFP

EXHIBIT 3---Contractor's RFP Proposal

EXHIBIT 4---Contractor's Project Proposal Presentation

EXHIBIT 5---Contract Compliance Provisions

EXHIBIT 6---City Schedules

EXHIBIT 7---Project Change Control-Change Order (Template)

EXHIBIT 8---Maintenance

EXHIBIT 9---Software License

EXHIBIT 10---City Travel Policies

NOW THEREFORE, THE PARTIES TO THIS AGREEMENT COVENANT AND AGREE AS FOLLOWS:

SECTION I

PROJECT TERMS AND CONDITIONS

1. Definitions

1.1 “Acceptance” means acceptance of Services by City in writing in accordance with Section 6 and Exhibit 1, confirming that the Services and Deliverables comply in all material respects with the Specifications

1.2 “Change Order” means a written modification to a Scope/Statement of Work (“SOW”) that documents agreed changes to the SOW, performance schedule, and/or responsibilities of the parties under a SOW. A Change Order will be effective only if signed by both parties in the template form described in Section 12 of this Agreement

1.3 “Confidential Information” means information and data relating to a party’s products, services, Specifications, business requirements, strategies and plans, requests for proposal and vendor responses, pricing, finances, product and other evaluations, data files and formats, databases, test results, computer system and network design, architecture and operations, proprietary software, inventions, trade secrets, methodologies, and other similar information which (i) is marked to indicate its confidential or proprietary status, or (ii) by its nature is known by the receiving party to be proprietary or non-public, even if not marked, and regardless how disclosed. For the avoidance of doubt, (a) all City and Port of Oakland security records and data, including (collectively, “City Security Data”) will always be deemed Confidential Information of City, and (b) City Confidential Information also includes Confidential Information, provided, however, Contractor’s Confidential Information will not be deemed City Confidential Information. Confidential Information does not include information which a party can demonstrate is (w) publicly available, (x) already in its possession without breach of a confidentiality obligation, (y) independently developed, or (z) rightfully received from a third party having the right to disclose such information

1.4 “Contractor Materials” means the pre-existing tools, utilities, methods, templates and materials owned by Contractor and used in the performance of Services hereunder

1 5 "Deliverable" means any reports, analyses, tools, software, or other tangible results of Services identified in a Scope/Statement of Work to be developed by Contractor and delivered to City as part of the Services

1 6 "Excusable Delay" means when the Contractor or City is delayed at any time during the performance of the work under this Agreement to include but not be limited to acts of God, fire, theft, vandalism, inclement weather, war, strikes, trade embargoes and any act, inaction, or omission of the Federal, State or City government(s) or other entities other than the City or other causes beyond the direct control of Contractor or the City that prevents the Contractor from providing its Services as set forth herein and in the Scope/Statement of Work Contractor will be entitled to an extension of additional time to the Schedule as "Excusable Delays" occur and are documented

1 7 "Intellectual Property Rights" means all rights in any inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable and first created or developed by Contractor in providing the services

1 8 "Pre-existing Intellectual Property Rights" means all Intellectual Property Rights that existed and which Contractor or City owned, had licenses to such intellectual property rights to prior to the effective date of this Agreement

1 9 "Rates" means Contractor's billing rates for Services under this Agreement as set forth in Exhibit A

1 10 "Schedule" means a schedule substantially in the form of Exhibit A which is signed by both parties and describes the Software, Maintenance and any Related Services to be provided by Contractor to City hereunder, including all applicable fees and Specifications A Schedule may also contain supplemental invoicing and delivery information, and/or other pertinent ordering information

1 11 "Services" means the services of Contractor specified and described in one or more Statements of Work entered into by the parties, including the production and delivery of all Deliverables

1 12 "Software" means the software program(s) listed and described in a Schedule Software includes Documentation, Error Corrections, Enhancements and, if specified in a Schedule or the Specifications, Source Code

1 13 "Source Code" means computer programming code displayed in a form that is readable and understandable by a programmer of ordinary skill, together with associated technical information and documentation

1 14 "Scope/Statement of Work" or "SOW" means one or more tasking documents executed by the parties substantially in the form of Exhibit 1 attached hereto, which describe(s) the Services to be performed The Scope/Statement of Work will be effective only if signed by both parties A Scope/Statement of Work includes all Change Orders to such SOW that are authorized by City and approved by Contractor in accord with Section 12 of this Agreement

1 15 "Specifications" means, in order of precedence (a) the description, technical specifications, functional requirements and/or testing or acceptance criteria for the Services and Deliverables identified in the applicable SOW, or (b) Contractor's proposal, response to a City request for proposal or other written documentation of the Services and/or Deliverables

1 16 "Time & Materials" means a Services engagement for which Contractor is compensated based on hours incurred in providing the Services (and materials used), rather than based on a fixed or milestone-based price for the Services

1 17 **"Third Party Materials"** means tangible or intangible materials, products or property, including open source software, which are owned by a person or entity that is not a party to this Agreement

2. Priority of Documents

In the event of conflicting provisions between the following documents, the provisions shall govern in the following order this Agreement, the latest Amendment, the Purchase Order, Change Order, or Change Notice, and Exhibits to this Agreement

3. Conditions Precedent

City and Contractor must agree to the following provisions and, as applicable, Contractor must comply with the following requirements before the Agreement will become ineffective

- a Performance bond
- b Business Tax License
- c City of Oakland Schedules
- d Scope/Statement of Work

4. Scope/Statement of Work

Contractor agrees to perform the services ("Services") specified in EXHIBIT 1, the Scope/Statement of Work ("SOW"), which is attached to this Agreement and incorporated herein by this reference

(a) **Time & Materials Billing** Subject to the provisions of subsection (b) below, all Time & Material Services provided under this Agreement will be billed at the Rates specified in **Exhibit A** Rates will not be increased during the term of the Agreement unless modified by the parties pursuant to a duly executed amendment Contractor may bill City only for time spent on productive work in performing Services and not for time spent traveling, or performing administrative functions, such as preparing invoices and expense reports Unless otherwise agreed in a SOW, in no event will Contractor bill for more than eight (8) hours per day of work for each of Contractor's personnel If requested by City, Contractor will use a time-entry system supplied by City to record all time billed to City under this Agreement Contractor may bill for reasonable travel and other out of pocket expenses actually incurred in performing the Services only to the extent that such expenses are pre-approved by City and conform to the City Permanente Travel & Expense Policy attached hereto in **Exhibit 10**, as may be revised by City from time to time

(b) **Project Budget Limit** City will not be liable for fees for Services exceeding the value of any monetary or "not to exceed" cap or other limitations on fees specified in the applicable Scope/Statement of Work ("**Limit**") and as was authorized by the Oakland City Council by duly adopted resolution Throughout the Term of this Agreement, Contractor will provide reasonable prior written notice to the City project manager (and any other individual specified to receive notice under the applicable Scope/Statement of Work) if the fees for the Services will, or are likely to, exceed the Limit, together with an estimate of the cost to complete the Services No charges in excess of the Limit will be payable by City unless specified in a Change Order

executed by the parties, and the Contractor is not obligated to continue to provide services unless the Limit is increased

(c) Reserved

(d) Invoices Contractor may invoice City for accepted Services and approved expenses in accordance with the milestone or payment schedule reflected in the SOW or, in the absence of such a schedule, on a monthly basis, within thirty (30) days of the end of each month. Invoices must be submitted to (a) the address shown on the Purchase Order or (b) to City-IT Billing Compliance where no Purchase Order is issued. All invoices must (i) reference the Contract Reference Number and the name of the City project manager, (ii) contain a detailed description of Services performed that is sufficient for City to determine that the Services were provided in accordance with the applicable SOW, (iii) contain the required detail for all reimbursable expenses in accordance with the City Travel & Expense Policy, and (iv) for Time & Materials engagements, contain a list of the individuals providing Services under the SOW and their respective hourly rate in sufficient detail to reconcile to timesheets and itemized expense reports. City may reject invoices that do not contain all information described in this Section. Payment terms are net 30 days.

5. Initial Term

The Initial Term of this Agreement shall start when it is executed in full by all Parties and end upon the satisfactory completion of the provision of all Services and any other tasks set forth in the SOW, unless extended by the written Agreement of the Parties or sooner terminated as provided herein.

6. Project Deliverables/Acceptance

- (a) Acceptance Process Unless another period is specified in the applicable SOW, City will use commercially reasonable efforts to review, test or otherwise evaluate Deliverables and other Services for compliance with the Specifications and to provide a written notice of acceptance or rejection to Contractor within thirty (30) days after delivery by Supplier. With respect to any software Deliverable, payment of any maintenance, support, or other fees specified in the SOW will not be due until after Acceptance of the Deliverable as provided herein. Acceptance of any Deliverable or Services will in no way limit the warranty provisions of this Agreement.
- (b) Rejection/Liquidated Damages/Excusable Delay City may require Contractor to repair or replace, without charge and in a timely manner, any Deliverable rejected for non-conformance with the Specifications. Acceptance of such a Deliverable will not occur until Contractor has provided corrections or a replacement of the Deliverable such that it conforms to the Specifications as reasonably determined by City. Additionally, upon the second rejection of any Deliverable, City will have the right to return such rejected Deliverable and receive a full refund of all fees paid with respect thereto. If Services are rejected as nonconforming, City may require Contractor to promptly re-perform the Services or, if re-performance is not feasible, refund all fees paid for such non-conforming Services. Any delays in the schedule for delivery of Deliverables as set forth in the SOW due to rejection and non-conformance of Deliverables as set forth herein shall be subject to Liquidated Damages set forth in Section 13 of this Agreement, unless due to Excusable Delay.

7. No Disruption of City's Systems

Contractor acknowledges that City is a provider of public and municipal services to the public and residents of the City of Oakland and that City's use of its systems ("Systems") is vital to (x) the business operations of the City, (y) the orderly and efficient provision of public and municipal services by the City, and (z) the health and safety of City's residents, and therefore, that any unauthorized interruption of City's business and operations could result in substantial liability to City. In recognition of City's status as a provider of such public and municipal services, Contractor warrants and represents that Contractor shall not at any time during the term of this Agreement and thereafter, render the City's Systems unusable or inoperable. If Contractor takes any such actions, Contractor shall be liable for and indemnify City for all liabilities, claims, losses, damages and expenses, including without limitation, reasonable attorney's fees, arising from Contractor's actions.

8. Contractor Warranties

Contractor represents and warrants that

- the Services and Deliverables (a) will be free from defects in design, workmanship and materials, delivered to City hereunder (b) will conform in all material respects to the Specifications, and (c) all COTS software provided under this agreement is provided in accordance with the software vendor's license agreement
- (a) it will use all reasonable efforts, including appropriate testing, to ensure that the Software does not contain viruses, contaminants, or other harmful code that may harm the Software, City systems or other City software
- (b) it owns or has the unencumbered right to license and/or assign to City, as provided in this Agreement, the Deliverables and all results of Services delivered to City hereunder, including all required Intellectual Property Rights therein
- (c) it has the requisite experience, certifications, skills and qualifications necessary to perform the Services in (i) a timely, competent, and professional manner, and (ii) accordance with applicable governmental requirements, statutes, regulations, rules and ordinances including, without limitation, applicable data privacy laws and regulations ("Law"),
- (d) all Services will be performed in a professional manner by qualified personnel using reasonable care and skill consistent with conform to the highest accepted industry standards and best practices exercised by recognized professional firms performing the same or substantially similar services, in order to meet the demanding challenges, Specifications and Deliverables as presented by the implementation of a DAC

It acknowledges that City is procuring Contractor's Services to develop, design, and implement a "state of the art" but very time-sensitive DAC project that Contractor to perform all the Services and Deliverables on a timely basis to meet the City's grant fund requirements and deadlines established by its grantors under the American Recovery and Reinvestment Act ("ARRA") and which DAC project will be fully integrated and have the fully functional features as set forth in the Scope/Statement of Work attached as Exhibit 1 to this Agreement

(e) Contractor will defend, indemnify and hold harmless each Indemnified Party from and against any Losses resulting from a claim that the Software furnished to City under this Agreement infringes any US Intellectual Property Rights of any third party or has become the subject of an injunction or settlement prohibiting the use of the Software. In such a case, provided City has delivered to Contractor timely notice of such breach as set forth below, Contractor shall, at its own expense, in its discretion either (a) procure for the City the right to continue using the Services or Deliverables, (b) replace the Deliverables with non-infringing one or re-perform the non-conforming Services and correct the non-conforming Deliverables to equivalent or better capacity and performance, or (c) if options (a) and (b) are not feasible, refund to City the compensation paid by City to Contractor for the Services and/or Deliverables

(f) *CONTRACTOR SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CITY'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS*

(g) City represents and warrants to Contractor that City has the right to use and furnish to Contractor for Contractor's use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to Contractor in order for Contractor to perform the Services and to create the Deliverables identified within the SOW under this Agreement

9. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in its provision of the Services under this Agreement or in contemplation thereof, Contractor may have access to Confidential Information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

10. Ownership of Results/License

(a) City and Contractor shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed. City and Contractor will enter into a License or Sub-License agreement

for the VIDSYS software to be used by Contractor for the DAC The VIDSYS software license includes up to the following

- 20 VidSys user/operator licenses
- 10 VidSys lite/mobile licenses
- 300 VidSys camera licenses
- 8 VidSys standard connector licenses
- 3 VidSys complex connector licenses

- (b) City shall take title to and ownership of all deliverable items listed in Exhibit 1 However, Contractor shall retain in such deliverable items a non-exclusive, royalty-free, paid up, worldwide, perpetual license (with the right to sublicense), for any and all purposes, provided that, to the extent such deliverable item incorporates the confidential or proprietary information of City, Contractor shall be bound by the confidentiality obligations of this agreement The Services performed and any deliverable items produced pursuant to this Agreement are not “works for hire ”

Except as provided in Paragraph (b) above, any invention (whether patentable or not), work of authorship, or other IP created by Contractor in connection with performing the Services hereunder shall be owned by Contractor, and all right, title and interest therein shall be retained by Contractor To the extent such non-deliverable IP is essential to the proper use and enjoyment of a deliverable item, Contractor grants to City a non-exclusive, non-transferable, royalty-free license to use such non-deliverable IP for its internal business purposes only

Nothing in this Agreement shall prevent Contractor from utilizing any general know-how, techniques, ideas, concepts, algorithms, or other knowledge acquired or developed during the performance of this Agreement, on behalf of itself and its future customers Contractor may perform the same or similar services for others, provided that any City confidential, proprietary or trade secret information is treated in accordance with this agreement

- (c) Contractor Materials Contractor warrants that it owns or has the right to sublicense all Contractor Materials included in any Deliverable By including any Contractor Materials in a Deliverable, Contractor irrevocably grants to City a nonexclusive, fully-paid, perpetual, world-wide license to use, modify, enhance and create derivative works of such Contractor Materials in conjunction with City’s use of such Deliverable
- (d) Third Party Materials Contractor will not include Third Party Materials, including open source software, in a Deliverable unless such materials are specifically identified in writing in the applicable SOW By including Third Party Materials in a Deliverable, Contractor warrants that it has the rights to sublicense the Third Party Materials to City in accordance with this Agreement and, unless expressly provided otherwise in the SOW, irrevocably grants to City a nonexclusive, fully-paid, perpetual, world-wide license to use such Third Party Materials in conjunction with City’s use of such Deliverable
- (e) Contractor grants to City a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Contractor Intellectual Property incorporated into any Deliverable, solely for City’s use of that Deliverable for its internal business purposes Contractor shall retain ownership of and unrestricted right to use any Contractor

Intellectual Property The services performed and any Deliverable produced pursuant to this Agreement are not "works for hire"

- (f) City represents and warrants to Contractor that City has the right to use and furnish to Contractor for Contractor's use in connection with this Agreement any information, specifications, data or Intellectual Property that City has provided or will provide to Contractor in order for Contractor to perform the Services and to create the Deliverables identified within the SOW under this Agreement
- (g) Contractor grants to City, on behalf of City, a non-exclusive, worldwide, perpetual and irrevocable license or sublicense to install, load, display, access and use of the VIDSYS Software (including all Error Corrections and Enhancements) for the business purposes of City Such license will be for unlimited use, unless a Usage Limitation is expressly stated in the applicable Schedule This license grant includes, at no additional charge, the right to make and use a reasonable number of copies of the Software for testing, back-up, archival and disaster recovery purposes, and of the Documentation for internal training, support and deployment City may permit its consultants and contractors, including outsourcing providers ("Contractors"), to access and use the VIDSYS Software for the sole purpose of providing services to City, provided that such Contractors will comply with the license restrictions stated herein and are subject to a written non-disclosure agreement with City
- (h) Ordering City may order VIDSYS Software, Maintenance and/or Related Services from Contractor under this Agreement by signing a Schedule or issuing a valid Purchase Order The fees for the Software license and any services purchased hereunder will be as specified on the applicable Schedule City does not guarantee any minimum quantity or volume of business to Contractor beyond the quantity necessary stated above in section 10a
- (i) Delivery For each item of Software listed in a Schedule or Purchase Order, Contractor will deliver to City in accordance with the delivery schedule and instructions specified in the Schedule (1) at least one complete copy of the Software described in the relevant Schedule, and (2) at least one complete copy of the Documentation in electronic form
- (j) Electronic Delivery of Software Unless otherwise expressly stated in a Schedule, Contractor will deliver all Software and Documentation to City by electronic transfer or download in accordance with the electronic delivery procedures set forth in Exhibit C Where delivery is electronic, Contractor will not provide any media or hard copy Documentation to City
- (k) Software Installation If installation services are included as Related Services in the Schedule, Contractor will install the Software on the Machine(s) at the City location(s) designated in the Schedule
- (l) Invoicing Contractor will invoice City for the license fees for the Software and any fees for first year of Maintenance only after Acceptance of the Software by City Fees for Related Services may be invoiced only upon approval by City that such services have been completed in accordance with the Schedule If the Software is delivered by electronic transfer, the invoice must indicate the method of shipment as electronic transfer Invoices must be submitted to (a) the address shown on the Purchase Order or (b) to City IT Billing Compliance for all non-purchase order services and expenses Contractor will use all reasonable efforts to reference the City assigned Contract Reference Number ("CRN") and

Purchase Order ("P.O.") number on the face of each invoice. Payment may be delayed with respect to invoices that do not contain the correct CRN or P.O. number.

- (m) Payment City will pay Contractor within thirty (30) days of receipt of an accurate, complete and undisputed invoice. If City disputes an invoice in whole or in part, City will provide written notice to Contractor stating the amount and basis of City's objection within thirty (30) days of receipt of the invoice. Contractor may submit a separate invoice to City for the undisputed portion, which will be paid by City as provided in this Section.

11. Maintenance

- (a) At its option, City may purchase Maintenance on an annual basis for each item of Software licensed hereunder for the fees set forth on the applicable Schedule or Purchase Order. For Maintenance renewals, Contractor will issue a renewal notice and price quotation no less than ninety (90) days prior to the annual renewal date. City may elect to renew Maintenance by issuance of a Purchase Order. Contractor will make Maintenance available for all Software supplied hereunder for at least five (5) years from the date of delivery of the Software and will provide at least one year's written notice prior to discontinuing Maintenance for any Software licensed by City hereunder. If Maintenance lapses, City may reinstate it without penalty by paying for Maintenance retroactively to the expiration date.
- (b) Maintenance will include Contractor's use of all reasonable efforts to correct or circumvent Errors and prompt delivery of all Error Corrections and available Enhancements to the Software at no additional charge. To the extent that the Software runs on or operates in conjunction with operating systems, web browsers or other infrastructure made available by third party Contractors, Contractor's Maintenance obligations shall include periodically providing Enhancements to the Software to support new versions of such infrastructure promptly after they are first commercially released by their respective Contractors. All Maintenance shall be provided consistent with the terms and conditions set forth in Exhibit 7.

12. Change Notices

- (a) Upon fifteen (15) days' written notice to Contractor, City shall have the right to request changes in the provision of any future Services under this Agreement by delivering to Contractor a change notice ("Change Notice"), provided that any and all such changes shall be subject to Contractor's written consent. Each Change Notice may specify changes to the Work, including without limitation, designs, specifications, time and place of delivery and the nature, time and place of the provision of Services. If any Change Notice causes an increase or decrease in the price or the time required for performance of this Agreement, an equitable adjustment jointly agreed upon by City and Contractor shall be made and the Agreement shall be modified in writing accordingly.
- (b) Change Notices issued under this Agreement must be in the template form attached as Exhibit 8, and accepted or rejected in writing by Contractor within ten (10) days of Contractor's receipt of its issuance.

13. Liquidated Damages for Contractor's Unexcused, Untimely Performance

Contractor's failure to complete the Work within the time allowed will result in the City sustaining damages and the assessment by City of Liquidated Damages

(a) Excusable Delays (Force Majeure)

If Contractor or City experiences an Excusable Delay Event, Contractor or City shall, within ten (10) days after first becoming aware of each such event, give written notice of the delay to the other party and describe any impact the "Excusable Delay" may have upon the Schedule. If the foregoing Notice(s) are issued, or in the absence thereof from the City, then Contractor shall be entitled to a day for day extension to the Schedule corresponding to the number of days of delay directly caused by the Excusable Delay Event.

(b) Schedule of Liquidated Damages

City and Contractor recognize that time is of the essence in the performance of this Agreement and that City will suffer financial loss in the form of contract administration expenses (including project management and consultancy expenses), delay and loss of public use, if Contractor does not complete its Services and the Deliverables associated therewith within the respective times specified in this Agreement and in the SOW, plus any extensions that are allowed in accordance with this Agreement. Contractor and City agree that because of the nature of the Services as provided by this Agreement, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of the delay in completion or timely delivery of the Services. Accordingly, City and Contractor agree that liquidated damages shall be assessed. For each consecutive calendar week in excess of the time specified for the completion of a Deliverable, Contractor shall pay to the City or the City may deduct from monies due the Contractor, the liquidated damages in the amount of \$250.00 per day for the items not delivered in accordance with the schedule set forth in the SOW. The maximum amount to be deducted shall not exceed \$60,000 between March 1, 2013 and June 30, 2013. After July 1, 2013 through June 30, 2014, liquidated damages will be calculated at \$250 per week, not to exceed \$12,000. The contractor shall not be liable for liquidated damages for delays caused by the City, or circumstances beyond its control and without its fault or negligence.

14. Limitation on Liability

(a) Either party's liability to the other party for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed \$5 million dollars or the amount actually paid to Contractor under this Agreement or whichever is greater.

(b) In no event shall either party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal

theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss

(c) This limitation of liability shall not apply to all actions, demands, or claims by any third party for death, bodily injury, damage to tangible property in connection with or arising under this Agreement, nor to any intentional misconduct, recklessness, or gross negligence or to Contractor's Confidentiality and indemnification obligations as set forth in Section 9, Section 16 (a)(2) and 16 (a)(3) , respectively of this Agreement

15. Performance Bond

Contractor shall provide 100% payment and performance bonds for the Services and work to be performed by Contractor and Contractor's employees, contractors, subcontractors, consultants, servants, and agents under this Agreement Contractor proposes to comply with these requirements to provide a Payment and Performance Bond for the Service Agreement if selected and pending contract negotiations with the following proposed conditions,

- (a) the Performance Bond may be segregated into two components, where each component is associated with the two major work SOW PART-B Existing Building Improvements (EBI) and the PART-A Technology Linkage System completion
- (b) Acceptance criteria proposed by SAIC for the separate asynchronous time delivery of the design-build and implemented PART-B Existing Building Improvements (EBI) and the PART-A Technology Linkage System
- (c) PART-A TLS completion may occur when the TLS TASK 2 implementation, system integration and quality assurance testing efforts are completed by SAIC (anticipated around June 30, 2014) where at which point a separate TASK 3 24 Month Service Agreement shall commence and the SAIC will transition ownership of the delivered product software licensing and maintenance service agreement directly over to the City
- (d) The Payment Bond shall be limited to the amount of the subcontract value for the construction portion of Part B

16. Indemnification

(a) General Indemnification Contractor shall indemnify, hold harmless, and (at City's request with Counsel acceptable to City), defend City, its Council members, directors, officers, and employees (each of which persons and entities are collectively referred to herein as "Indemnitees") from any and all actions, causes of actions, claims, injuries (including, without limitation, injury to or death of an employee of Contractor or any of its structures), liabilities (of every kind, nature and description), losses, demands, debts, liens, obligations, judgments, administrative fines, damages, (incidental or consequential) costs, expenses, and attorneys' fees (collectively referred to herein as "Actions") to the extent resulting from caused by or arising out of

- (1) Any negligent (passive or active) or willful acts or omissions in the course of performance by Contractor under this Agreement

- (2) Any claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor
 - (3) hold harmless Indemnitees from any and all Actions arising out of claims that the Services Contractor shall provide infringe upon or violate the US Intellectual Property Rights of others to the extent that Contractor's Services alter the manner in which the City uses its systems or have become the subject of an injunction or settlement prohibiting the use of any Deliverable or other results of the Services
 - (4) Provided, with respect to infringement claims only, the City (1) gives prompt notice of any such claim to Contractor, (2) Gives Contractor sole control of the defense and settlement of the claim, (3) provides Contractor all reasonably available information, assistance, and authority to defend, and (4) has not compromised or settled such claim without Contractor's prior written consent Contractor's infringement indemnity obligation shall not extend to any claims arising out of (1) Services performed in accordance with Specifications or a Scope/Statement of Work (SOW) provided by the City and that does not have Contractor's prior review and concurrence, (2) any City modification of a Service or Deliverable provided by Contractor under this Agreement done without the Contractor's prior review and concurrence, (3) City use of any Deliverable or Service provided under this Agreement in a manner for which such Deliverable or Service was not designed and without Contractor's prior review and concurrence, or (5) combination of an Deliverable or Service provided under this Agreement with any item prior review and concurrence, or (5) combination of a Deliverable or Service provided under this Agreement with any item without Contractor's prior review and concurrence, or not provided by Contractor in a manner not intended for its use and without Contractor's prior review and concurrence In the event of any claim of infringement, Contractor may at his option, (1) modify the item or service so that it is no longer infringing but which has equal or better functionality, capacity and performance, (2) obtain for the City the rights necessary to use such Service or Deliverable at Contractor's sole expense,, or (3) if none of the foregoing is commercially practicable, terminate this Agreement and refund the amounts paid by the City for such infringing item or service
- (b) For the purposes of the indemnification obligations set forth herein, the term "Contractor" includes, without limitation, Contractor, its officers, directors, employees, representatives, agents, servants, subconsultants, and subcontractors
 - (c) Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any Action which falls within this indemnification provision, which obligation shall arise at the time an Action is tendered to Contractor by City and continues at all times thereafter of any Indemnitee Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any Action arising from the sole negligence, active negligence or willful misconduct of an Indemnitee
 - (d) City shall give Contractor prompt written notice of any Action and shall fully cooperate with Contractor in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests
 - (e) Notwithstanding the foregoing, City shall have the right, if Contractor fails or refuses to defend City with Counsel acceptable to City, to engage its own counsel for the purposes of participating in the defense In addition, City shall have the right to withhold payments due Contractor in the amount of reasonable defense costs actually

incurred In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City

- (f) All of Contractor's indemnification obligations hereunder are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement
- (g) Contractor's indemnification obligations hereunder shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement

17 **Termination**

- (a) **Termination for Breach** If Contractor breaches any material obligation under, this Agreement and fails to cure the breach within 30 days of receipt of written notice from City of said breach, City may terminate the Agreement and, at its option (i) require that Contractor repay City all monies City has paid Contractor under this Agreement except for Services delivered and accepted or (ii) retain the portion of Contractor's deliverables that the City has accepted and paid the Contractor for and complete performance of the Agreement with another vendor In the event City elects to complete performance of the Agreement with another vendor, Contractor shall remain liable for any increase in costs to City of completing the Agreement in excess of the price City would have paid Contractor for completing the Agreement
- (b) Contractor may terminate this Agreement if City breaches a material provision of the Agreement and does not cure the breach within 30 days of written notice from Contractor of said breach In such event, Contractor will be entitled to payment for deliverables which City has accepted in accordance with the testing and acceptance provisions of this Agreement
- (c) **Bankruptcy** Either party may immediately terminate this Agreement if (i) the other party files a petition for bankruptcy or has filed against it an involuntary petition for bankruptcy which is not dismissed within 60 days of its filing, (ii) a court has appointed a receiver, trustee, liquidator or custodian of it or of all or a substantial part of the other party's property, (iii) the other party becomes unable, or admits in writing its inability, to pay its debts generally as they mature, or (iv) the other party makes a general assignment for the benefit of its or any of its creditors
- (d) **Termination for Convenience by City** City may terminate this Agreement for any reason at any time upon not less than ninety (90) days prior written notice to Contractor After the date of such termination notice, Contractor shall not perform any further services or incur any further costs claimed to be reimbursable under this Agreement, any Purchase Order, Change Order, or Change Notice without the express prior written approval of City As of the date of termination, City shall pay to Contractor all undisputed amounts then due and payable under this Agreement

- (e) Transition Services after termination In connection with the expiration or other termination of this Agreement or the expiration of this Agreement, Contractor may provide transition services as requested by City. Such transition services shall be subject to the pricing provided in this Agreement or any amendment thereto.

18. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. Upon City's approval, Contractor may expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other undisputed charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

19. Commencement, Completion and Close-out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

20. Bankruptcy

All rights granted to City pursuant to this Agreement are, and shall be deemed to be, for purposes of Section 265(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. In a bankruptcy or insolvency proceeding involving Contractor, the parties agree that City, as licensee of such rights, shall retain and fully exercise all of its rights and elections under the U.S. Bankruptcy Code, and the provisions thereof shall apply notwithstanding conflict of law principles. The parties further agree that, in the event of

the commencement of a bankruptcy or insolvency proceeding by or against Contractor under the U S Bankruptcy Code, City shall be entitled to a complete duplicate of any such intellectual property and all embodiments of such intellectual property, to which City would otherwise be entitled under this Agreement, and the same, if not already in City's possession, shall be promptly delivered to City (a) upon any such commencement of a bankruptcy proceeding upon written request therefore by City, unless Contractor elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under (a) above, upon rejection of this Agreement by or on behalf of Contractor upon written request therefore by City. If, in a bankruptcy or insolvency proceeding involving Contractor, the provisions of the U S Bankruptcy Code referenced above are determined not to apply, City shall nevertheless be entitled to no less than the protection offered by the provisions of the U S Bankruptcy Code with respect to its entitlement to and rights to the use and possession of all intellectual property to which City has been granted rights under this Agreement notwithstanding the bankruptcy or insolvency of Contractor.

21. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City, such consent not to be unreasonably withheld, delayed or conditioned, and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer. In the event that Contractor assigns this Agreement in compliance with this provision, this Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

22. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

23. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

24. Conflict of Interest

(a) Contractor

The following protections against conflict of interest will be upheld

- (1) Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom
- (2) Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter
- (3) Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor
- (4) Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq, pertaining to conflicts of interest in public contracting Contractor shall exercise due diligence to ensure that no such official will receive such an interest
- (5) Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than \$500 in the previous 12 months, or value of the gift totaled more than \$350 the previous year Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq)

- (6) Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "City officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- (7) Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

(b) No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

(c) Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

25. Validity of Contracts

The Oakland City Council must approve all Agreements greater than \$15,000. This Agreement shall not be binding or of any force or effect until signed by the City Manager or his or her designee and approved as to form and legality by the City Attorney or his or her designee.

26. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to its conflicts of laws principles. Any action or proceeding to enforce the terms of this Agreement shall be brought in the courts of Alameda County, Oakland, California and each party agrees to waive any objections to personal jurisdiction and venue in the courts of Alameda County, Oakland, California.

27. Headings

Headings and captions used to introduce Sections and paragraphs of this Agreement are for convenience, only, and have no legal significance.

28. Construction

- (a) Except as provided in Section 12 (b) above, acceptance or acquiescence in a prior course of dealing or a course of performance rendered under this Agreement or under any Change Order, or Change Notice, shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection
- (b) The language in all parts of this Agreement and any Purchase Order, Change Order, or Change Notice, shall in all cases be construed in whole, according to its fair meaning, and not strictly for or against, either Contractor, City regardless of the drafter of such part

29. Waiver

No covenant, term, or condition of this Agreement may be waived except by written consent of the party against whom the waiver is claimed and the waiver of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement

30. Independent Contractor

(a) Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City Contractor acknowledges and agrees that all of Contractor's employees and subcontractors are under the sole direction and control of Contractor and City shall have no authority over or responsibility for such employees and subcontractors of Contractor Contractor has and shall retain the right to exercise sole direction and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees Contractor will determine the method, details and means of performing the services described in the SOW [Exhibit 1]

(b) Contractor's Qualifications

Contractor has represented that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City This means Contractor is able to fulfill the requirements of this Agreement Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed Contractor shall complete and submit to City, Schedule M-Independent Contractor Questionnaire, prior to the execution of this Agreement

(c) Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

(d) Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

(e) Tools, Materials and Equipment

Contractor will supply all tools, except those tools, materials, equipment specified herein, if any, required to perform the services under this Agreement.

(f) Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

(g) Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

31. Attorneys' Fees

If either party commences an action or proceeding to determine or enforce its rights hereunder, the prevailing party shall be entitled to recover from the losing party all expenses reasonably incurred, including court costs, reasonable attorneys' fees and costs of suit as determined by the court.

32. Counterparts

This Agreement may be executed in any number of identical counterparts, any set of which signed by both parties shall be deemed to constitute a complete, executed original for all purposes.

33. Remedies Cumulative

The rights and remedies of City provided in this Agreement are the exclusive rights and remedies for the subject matter of this contract.

34. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other

terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent

35. Access

Access to City's premises by Contractor shall be subject to the reasonable security and operational requirements of City. To the extent that Contractor's obligations under this Agreement or any Purchase Order, Change Order, or Change Notice, require the performance of Services or Work by Contractor on City's property or property under City's control, Contractor agrees

- (i) to accept full responsibility for performing all Services or work in a safe manner so as not to jeopardize the safety of City's personnel, property, or members of the general public, and
- (ii) to comply with and enforce all of City's regulations, policies, and procedures including, without limitation, those with respect to security, access, safety and fire protection, City's policy against sexual harassment, and all applicable state and municipal safety regulations, building codes or ordinances provided that the City delivers such policies to the Contractor in writing and in advance of any purported enforcement of the policies

36. Entire Agreement of the Parties

This Agreement supersedes any and all Agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and Agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other Agreement, statement or promise not contained in this Agreement will be valid or binding.

37. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

38. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U S certified or registered postage, addressed to recipient as follows

(City of Oakland) _____

cc: (name) _____

Deputy City Attorney

1 Frank Ogawa Plaza, 6th Fl.

Oakland, CA 94612

(Contractor)

Thomas A Elliott

4449 Easton Way, Suite 130

Columbus, OH 43219

Telephone 614 975 9155

Email thomas a elliott@saic com

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective

39. Right to Offset

All claims for money or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of this Agreement or any Purchase Order, Change Order, or Change Notice or any other transaction with Contractor To the extent that there are amounts due to the City and to a state or federal funding agency, and the amount of the offset is insufficient to pay such amount in full, the amount of the offset shall be prorated between the City and such state or federal funding agency in proportion to the amounts due them This right to offset is limited to the Contractor's Business Unit who is performing the Services under this Agreement

40. Survival

Sections 2, 6, 7, 8, 9, 13, 14, 15, 16, 30, 31, 33, 32, 39 and 41 of this Agreement, along with any other provisions which by their terms survive, shall survive the expiration or termination of this Agreement

41. No Third Party Beneficiary

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Agreement

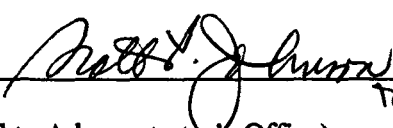
42. Authority

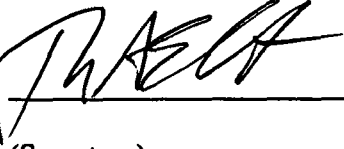
The parties represent and warrant that each individual executing this Agreement or any Purchase Order, Change Order or Change Notice, has been properly authorized by such party and granted the full power and authority to execute this Agreement or such Purchase Order, Change Order or Change Notice, on behalf of the named party

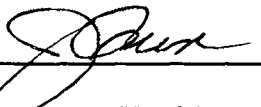
SO AGREED:

City of Oakland, A municipal corporation

Science Applications International
Corporation

 3/15/13
(City Administrator's Office) (Date)

 27 Feb 2013
(Signature) (Date)

 3/14/2013
(Department Head Signature) (Date)

2233118
Business Tax Certificate No
2233118

Resolution Number 82933

Approved as to form and legality

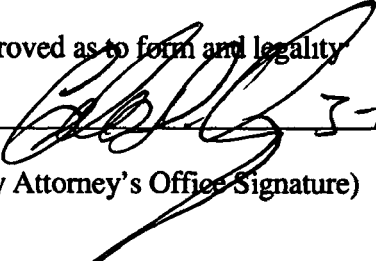
 3-8-13
(City Attorney's Office Signature) (Date)

Exhibit A – SAIC Billing Rates

Labor Category	Base Period	OY1
	Rate	Rate
Project Manager OT11A	\$226 29	\$233 18
System Engineer 09A	\$160 20	\$165 09
System Engineer 08A	\$128 14	\$132 03
System Engineer 06A	\$86 44	\$89 09
IT Technologist 08A	\$129 59	\$133 51
Ops Administrative 05A	\$72 32	\$74 52
IT Technologist 08B	\$114 45	\$117 84
SME 1	\$374 92	\$386 30
Business Finance 08A	\$130 47	\$134 40
Business Finance 07A	\$83 05	\$85 59
IT Technologist 09A	\$124 93	\$128 77
Ops Technologist 10A	\$144 43	\$148 85
Project Manager 10B	\$148 65	\$153 23
System Engineer 10B	\$144 84	\$149 29
SME 2	\$336 54	
SME 3	\$280 45	
SME 4	\$178 79	
SME 5	\$207 53	
SME 6	\$212 02	
SME 7	\$180 61	
SME 8	\$308 49	
SME 9	\$190 71	
SME 10	\$168 26	
SME 11	\$133 28	
SME 12	\$132 80	
SME 13	\$158 52	
SME 14	\$139 11	
SME 15	\$118 91	

*Please note that all travel and other direct costs will subject to a handling charge of 18%

Total Time and Material Estimate Price - \$2,658,688

CITY & PORT OF OAKLAND
JOINT DOMAIN AWARENESS CENTER

**PROPOSAL
EXHIBIT 1**

**TECHNICAL
SCOPE/STATEMENT OF WORK
(SOW)**


TASO FIXED VERSION 3

Dated: 14FEB2013

Contract SOW Only

Exhibit 2--- City of Oakland RFQ

Exhibit 3--- Contractor's RFQ Proposal

Exhibit 4 - Contractor's Project Proposal Presentation

Exhibit 5 - Contract Compliance Provisions/Federal Regulatory/Contracting Requirements

1. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate prior to the Agreement taking effect. Said certificate must remain valid during the duration of this Agreement.

2. Inspection of Books and Records/Right to Audit

- (a) During the term of this Agreement, and for a period of four (4) years after the termination of this Agreement, or two (2) years after the closure of any disputed matter, whichever occurs later, (the "Audit Period"), Contractor shall maintain financial and operational records related to this Agreement or to any other Agreement with City. Contractor shall make all books and records open to inspection by the governing agency, City Auditor or their individually assigned designee during normal business hours at a location within a twenty-five (25) mile radius of the City of Oakland for the period of this contract and for a period of four years after the close of each contract year.
- (b) During the Audit Period, Contractor hereby grants to City or its designee(s), upon one (1) day's prior notice to Contractor, access to and the right to make copies of any of Contractor's books, statements, documents, papers or records ("Financial Information") which arise from or relate to the terms and conditions of this Agreement and the performance of any services pursuant to this Agreement, or any other Agreement between the parties, in order to permit City to conduct audits, examinations, excerpts and transition audits (collectively hereafter referred to as "Audit or Audits"). Contractor authorizes the City Auditor or his designee to obtain such information directly from these sources. City's right to Audit and to make copies shall apply whether such Financial Information is located at Contractor's offices or at Contractor's banks, financial institutions or lenders, or at the offices of Contractor's financial consultants, accountants or bookkeepers. For the purposes of such Audit, Contractor waives its right to the confidentiality of all Financial Information and Contractor authorizes the City or its designee(s) to access, obtain and make copies of Financial Information directly from Contractor's banks, financial institutions or lenders, or from Contractor's financial consultants, accountants or bookkeepers.
- (c) Such Audits may be performed by City through its employees or by its designees including, without limitation, a third party auditor retained by City. City's right to Audit under this Section 2 of Exhibit 4 is independent, separate and distinct from any right to audit such books and records reserved by law or contract, or as a condition of funding, by the county, state or federal government.
- (d) If any Audit of Contractor's invoices or other records reveals any variance from any invoice to City, or of any amount of funds provided to Contractor

by City which is in excess of the amount actually due to Contractor by City, then Contractor shall immediately refund any excess payment or funds received from City. In addition, if any Audit reveals any variance from any invoice or funds received from City in excess of one-half percent (5%) of the amount shown on such invoice or the amount of funds actually due to or granted to Contractor by City, Contractor shall immediately reimburse City for all costs and expenses incurred in conducting such Audit. Failure to pay such variance and the cost of the Audit as required herein shall constitute and be deemed a material breach of the Agreement by Contractor and will subject Contractor to termination of the Agreement by City and to a breach of contract claim for damages by City. Any such audits conducted under an agreement between the City of Oakland and Contractor will not be conducted by a competitor of the Contractor. Any such auditor shall be subject to a non-disclosure agreement acceptable to Contractor, and such approval shall not be unreasonably withheld by Contractor. Contractor agrees to the scope of the audit including any and all documents developed and maintained as part of the project. Contractor acknowledges that it will be subject to the American Recovery and Reinvestment Act ("ARRA") reporting and audit requirements to which the limitations set forth above shall be superseded by any contrary or conflicting requirements of the ARRA and any such compliance by City shall not constitute a breach of these limitations if so superseded.

3. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- (a) Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- (c) If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining Agreement or

contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment

4. **Americans With Disabilities**

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its contractors comply with their ADA obligations and verify such compliance by signing the Declaration of Compliance incorporated herein as **Schedule C-1**

5. **Local and Small Local Business Enterprise Program (L/SLBE)**

- a *Requirement-* There is a fifty percent (50%) minimum participation requirement for all professional services contracts \$50,000 or more. Contractors shall comply with the fifty percent (50%) local business participation requirement at a rate of twenty-five percent (25%) local and 25% small local business participation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant (s) or a small local certified firm may meet the twenty percent requirement. A business must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent requirement.
- b *Good Faith Effort-* In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c *Preference Points* – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f *Additional Preference Points* For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts.
- g Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be

earned for the technical elements of the RFP Preference points are awarded over and above the potential 100 points

- h The **Exit Report and Affidavit (ERA)** – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i **Joint Venture and Mentor Protégé Agreements** If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing **Schedule D** (“Professional Services Questionnaire”), **Schedule E** (“Project Consultant Team”), and **Schedule F** (“Employment Questionnaire”), attached and incorporated herein and made a part of this Agreement.
- k All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Manager will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- m In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

6. Other Applicable Ordinances:

- (a) Living Wage Ordinance

This Agreement is subject to the Living Wage Ordinance of Chapter 2 28 of the Oakland Municipal Code and its implementing regulations if it is for an amount of \$25,000 00 or more, or if it is amended to increase the contract amount by \$25,000 00 in any twelve-month period thereafter. The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted that Contractor provide the following to its employees who perform services under or related to this Agreement

- (1) Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$[INSERT] with health benefits or \$[INSERT] without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U S Department of Labor. (Effective July 1, 2001 the hourly wages will be \$[INSERT] per hour with health benefits and \$[INSERT] per hour without)
- (2) Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1 65 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- (3) Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- (4) Federal Earned Income Credit (EIC) – Contractor shall inform said employees who earn less than \$12 00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- (5) Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted

prominently in communal areas of the work site(s) and shall include the above-referenced information

- (6) Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement
- (7) Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500 00) for each day that the list remains outstanding Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period Due to the nature and scope of technical services, for purposes of this agreement only, the City will accept a statement of compliance on the company's official letter head declaring that all services provided for this contract will be compensated above the City's Living Wage rate applicable for the life of this agreement
- (8) Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions Contractor shall include the above-referenced sections in its subcontracts Copies of said subcontracts shall be submitted to the Office of Contract Compliance

(b) Equal Benefits Ordinance

- (1) This Agreement is subject to the Equal Benefits Ordinance of Chapter 2 232 010 of the Oakland Municipal Code and its implementing regulations
- (2) Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000 00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the City, and Entities which enter into a "property contract" pursuant to Section 2 32 020(D) with the City in an amount of twenty-five thousand dollars (\$25,000 00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the City or (2) of real property owned by others for the City's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year
- (3) The Ordinance shall only apply to those portions of a contractor's operations that occur (A) within the City, (B) on real property outside the City if the property is owned by the City or if the City has a right to

occupy the property, and if the contract's presence at that location is connected to a contract with the City, and (C) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

- (4) The equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1 – Equal Benefits-Declaration of Nondiscrimination**.

(c) **Nuclear Free Zone**

Contractor represents, pursuant to **Schedule P** ("Nuclear Free Zone Disclosure Form") that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this Agreement, Contractor shall complete **Schedule P**, attached hereto.

7. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3 12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

8. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached hereto and incorporated herein by reference.

9. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

10. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

11 **Prompt Payment Ordinance**

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2 06 (Ordinance 12857 C M S, passed January 15, 2008 and effective February 1, 2008) The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release, and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City The affidavit shall provide the names and address of all subcontractors and the amount paid to each

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount often percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedule/s/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com

12. **Arizona and Arizona-Based Businesses**

Contractor agrees that in accordance with Resolution No. 82727 C M S, neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in, in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if its Business Entity or any of its subsidiaries, affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

13. **Dispute Disclosure**

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

14. **Federal Regulatory/Contracting Requirements**

Contractor shall comply with all Federal Contracting and Regulatory laws, regulations, rules and policies and contracting requirements including, without limitation

- (a) American Recovery and Reinvestment Act ("ARRA") Contractor represents and warrants that this Agreement is subject to the laws, rules and regulations of the ARRA with which Contractor shall abide and comply therewith
- (b) Equal Opportunity Contractor will provide Services to City without discrimination on account of race, color, religion, national origin, ancestry, age, gender, genetic information, physical or mental disability, medical condition, marital status or veteran's status As a government Contractor, City is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action This Section constitutes notice to Contractor that Contractor may be required to comply, if applicable, with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference (a) Equal Opportunity (April 2002) at FAR 52 222-26, (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) at FAR 52 222-35, (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52 222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52 219, (e) Title VII of the Civil Rights Act, as amended, (f) Americans with Disabilities Act, and (g) Age Discrimination in Employment Act Contractor shall be required to comply with all other applicable Law related to harassment, retaliation or discrimination in employment
- (c) ARRA reporting and audit requirements If this Agreement is subject to the reporting and audit provisions of the ARRA, which governs access to books and records of subcontractors of services, then Contractor, or its consultants, subcontractors, Contractors, materialmen, servants and/or agents will permit representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General to have access to the contract and books, documents and records of Contractor, as necessary to verify the costs of the contract, in accordance with criteria and procedures contained in applicable Federal regulations
- (d) Notice of Employee Rights under National Labor Relations Act If applicable, 29 CFR Part 471, Appendix A to Subpart A is hereby incorporated by this reference
- (e) Federal Program Participation Contractor is not and shall not be debarred, suspended, excluded or have otherwise opted out from receiving a contract or subcontract funded in whole or in part by federal or State funds, including without limitation Medicare and Medicaid funds Contractor is not and shall not be identified on a "watch list" maintained pursuant to law or by any federal agency, such as the Office of Foreign Assets Control or the USA Patriot Act Contractor shall ensure that no persons or entities employed by or contracted with Contractor to provide services under the Agreement are sanctioned by or debarred, suspended, excluded or have opted out from,

participation in the ARRA program or any other federal or state program and if Contractor becomes aware that it has employed or contracted with such a person or entity, Contractor will take prompt and appropriate remedial action to remove the employee or Contractor from providing services under this Agreement. The requirements of this clause will apply to any subcontractors or independent contractors retained by Contractor to perform Services, as permitted by this Agreement, and will be included in any subcontracts entered into by Contractor for such Services.

EXHIBIT 6-SCHEDULES

- 1 Schedule B-2 -Arizona Resolution
- 2 Schedule C-1_P_U_V - Combined Form
 - a Schedule C-1 - Compliance With The Americans With Disabilities Act
 - b Schedule P - Nuclear Weapons Proliferation Ordinance
 - c Schedule U - Compliance Commitment Agreement
 - d Schedule V - Affidavit Of Non-Disciplinary Or Investigatory Action
- 3 Schedule D - Ownership, Ethnicity and Gender Questionnaire
- 4 Schedule E - Project Consultant Team Form
- 5 Schedule K – Pending Dispute Disclosure Form
- 6 Schedule M -
 - a Part A - Independent Employer Questionnaire – Vendor completed
 - b Part B - Independent Employer Questionnaire -- Requesting Department completed
- 7 Schedule N - Declaration Of Compliance With Living Wage Ordinance (Professional Services and Design Build Projects only)
- 8 Schedule N-1 - Equal Benefits Declaration Of Nondiscrimination
- 9 Schedule O - Disclosure of Campaign Contributions Form
- 10 Schedule Q - Professional & Specialized Services Insurance Requirements

EXHIBIT 7

Terms and Conditions for Maintenance

This document is an exhibit to the Agreement between City and Contractor and further specifies Maintenance services to be provided by Contractor to City regarding Software licensed by City from Contractor

1. Definitions.

Capitalized terms used herein will have the same meaning as set forth in the Agreement unless otherwise defined herein. The following terms will have the meanings set forth below

"Severity Levels" means the four severity levels defined below

"Severity 1" A type of Error that (1) renders the entire or any part of the Software inoperative, or (2) causes the Software to fail catastrophically. No workaround exists or the available workaround is unacceptable due to its operational impact on City's business

"Severity 2" A type of Error that significantly degrades performance of the Software or materially restricts City's use of the Software

"Severity 3" A type of Error that causes only minor impact on the use of the Software

"Severity 4" Proposed enhancements or usage questions

"Workaround" means a change in the procedures followed or data supplied to avoid an Error without materially impairing performance of the Software

2. Maintenance. Maintenance services are as defined in the Agreement, Maintenance Agreement, and this Exhibit 6

2.1 Supported versions. Contractor will provide Maintenance for the then current Major Release of the Software and the two prior Major Releases, or for two (2) years after Contractor discontinues licensing/distributing a Major Release, whichever is longer. Contractor will provide the same level of telephone support and Error Correction services for all of supported versions of the Software

2.2 Enhancements and Error Correction. Contractor will notify City of all Errors in the Software or Documentation of which Contractor becomes aware and will provide available information bulletins and access to any Internet data files or information relating to such Errors. Maintenance includes provision of all available Error Corrections and Enhancements to the Software at no additional charge to City. All Enhancements will be backward compatible as provided in the Agreement

2.3 City Technical Support Contacts. City will designate support contacts (which may include City contractors) who may communicate with Contractor's support organization regarding

maintenance and support issues City may change these support contacts from time to time upon written notice to Contractor Contractor will provide Contractor's support contacts with any user IDs, passwords, access procedures, and other such information to enable the support contacts to access Contractor's telephone and electronic support systems

2.4 Web-based support Contractor will provide City with access to any on-line support information and tools it makes available to other customers This will include access to any available Contractor knowledge database, on-line technical library or on-line Documentation

2.5 Telephone Support Services Contractor will provide telephone and email technical support services during the hours of **6:00 a.m. U.S. Eastern time to 8:00 p.m. U.S. Pacific time, Monday through Friday** and will provide telephone assistance on a 24 hour per day/7 day per week basis for Severity 1 errors Contractor will provide via a toll-free number to Contractor's technical support center Contractor will respond to City's requests for support and work to resolve the problems indicated within the following time frames

Error	Response Time	Contractor Action
Severity Level 1	15-30 minutes Verbal acknowledgment of Error report and identification of individual assigned to resolve Error	Work 24 x 7 until Error Correction is achieved Escalate if Error not corrected within 24 hours If a Workaround is provided, Supplier will continue to work 24 x 7 to correct the Error
Severity Level 2	15-30 minutes Verbal acknowledgment of Error report and identification of individual assigned to resolve Error	Work 24x7 until Error Correction or acceptable Workaround is achieved Escalate if neither achieved within 24 hours If acceptable Workaround provided, continue working during business hours to provide Error Correction
Severity Level 3	24 hours Verbal acknowledgment of Error report and identification of individual assigned to resolve Error	Error Correction or acceptable Workaround provided within 1 week Error Correction included in next release of Software if Workaround is initially provided to address problem
Severity Level 4	48 hours Verbal acknowledgment of Error report and identification of individual assigned to respond	Question answered or minor Enhancement considered for next release

2.6 Escalation procedure If an Error Correction for a Severity Level 1 Error or a Workaround for a Severity Level 2 Error is not supplied within 24 hours after the Error is reported to Contractor, the issue will be escalated to a senior Contractor support manager who will update City's senior Information Technology contact at the applicable City site(s) twice a day until the problem is resolved If not resolved within 48 hours, the issue will be escalated to the next higher level of management in both organizations If not resolved within 72 hours, the issue will be escalated to Contractor's and City's Senior Management (e.g., Finance Director or Deputy City Administrator)

3. Support Exclusions

Contractor will have no obligation to provide Maintenance with respect to (i) Software used on any computer system running other than the specified operating system software listed in the applicable Schedule or in the Specifications, and (ii) Errors resulting from any unauthorized

modification of the Software made by City provided that such Errors do not occur in the unmodified Software

EXHIBIT 8

PROJECT CHANGE CONTROL

CHANGE ORDER (TEMPLATE)

**[THIS CHANGE ORDER MUST BE DRAFTED BY A CITY OF OAKLAND DAC PROJECT
MANAGER.]**

Name of Agreement	Change Order Number
Contract Reference Number	Requester
SOW Name/Reference Number	Requester's Title
CITY Project Manager Title _____	Contractor Project Manager Title _____
Cost Change: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, how much \$	Priority: High <input type="checkbox"/> Med. <input type="checkbox"/> Low <input type="checkbox"/>

Upon execution by the Parties, this change order ("Change Order") will become part of the Scope/Statement of Work referenced above ("SOW") pursuant to the agreement referenced above ("Agreement") All Services and Deliverables provided pursuant to this Change Order will be subject to the terms and conditions of the SOW and the Agreement All undefined terms will have the meanings set forth in the SOW and Agreement

Change Type *[check all that apply]:*

- ☐ SOW/Deliverables
- ☐ Price or Estimated Budget
- ☐ Schedule
- ☐ Contract Change
- ☐ Other

Detail Description of Change					
Reason for Change					
New or Changed Resources					
				Impact on Schedule	

ACCEPTED AND AGREED TO THIS ____ day of _____, 200__

CITY OF OAKLAND

By _____

Name _____

Title _____

Date _____

CONTRACTOR

By _____

Name _____

Title _____

Date _____

EXHIBIT 9

Software License

EXHIBIT 10

City Travel Policies



Schedule B-2 – Arizona Resolution

To be completed by Business Owner

Declaration of Compliance with the Arizona Resolution #82727

(1) Business Name Science Applications International Corporation

(2) Business Contact Person (Name/Title) Thomas A Elliott / Contracts Manager

(3) Business Contact Person (Phone/E-mail) 614 975 9155 / thomas a elliott@saic.com

(4) Business Headquarters Address 1710 SAIC Drive, McLean, VA 22102

(5) Existing contracts with the City? ☐ Yes ☒ No If Yes, please list title and agency below

(6) The above named company is currently responding to the following contract opportunity

Title Joint Domain Awareness Center

Project Number 20710-1

Name of City Contact/Project Manager/Agency/Department Ahsan Baig

Phone/ e-mail 510 238 3010/abaig@oaklandnet.com

A

☒ I declare under penalty of perjury that my company is **NOT** headquartered in Arizona

Signed (Business Owner) Thomas A Elliott Date 6 Feb 2013

Digitally signed by Thomas A Elliott
DN: cn=Thomas A Elliott, o=SAIC ou
email=thomas.a.elliott@saic.com c=US
Date: 2013.02.06 22:49:32 -0500

B

☐ * I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because

(Please use attachments if additional space is needed)

Signed (Business Owner) _____ Date _____

* Excerpt (Resolution #82727) RESOLVED That unless and until Arizona rescinds SB 1070 the City of Oakland urges City departments (1) to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona (2) to not send City officials or employees to conferences in Arizona, and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility, and



Schedule C-1
"DECLARATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT"

(For use by all city departments on construction contracts)
(To be completed by the prime)

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by

- A Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities,
- B Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access,
- C Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result,
- D Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive,
- E Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities, and
- F If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities

Schedule P
"NUCLEAR FREE ZONE DISCLOSURE FORM"

I certify that

- A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and
- B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work



Schedule U
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 50% L/SLBE participation as described in the L/SLBE program and that 50% of the total trucking dollars have been allotted to certified Oakland Local Truckers (trucking dollars applicable only to Construction Services projects) In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payrolls reports including all tiers of subcontractors for this project (certified payroll applicable only to Construction Services projects)

As prime, I agree to submit with the final payment request a completed "Exit Report and Affidavit form" The Exit Report and Affidavit Form may be located on the City's website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

Schedule V
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions.

8/29/2012

Date

Science Applications International Corporation

Company Name

2301 Lucien Way, Suite 120

Address

Maitland

City

FL

State

32751

Zip

Signature of Authorized Representative

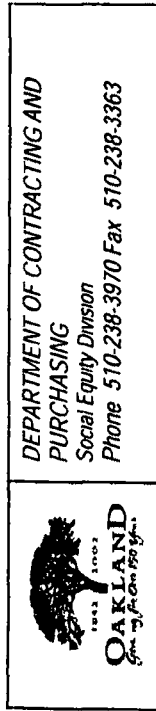
Betty Kamara

Type or Print Name

Contracts Administrator

Type or Print Title

321 441 8518 | betty.v.kamara@saic.com
Phone/Email



DEPARTMENT OF CONTRACTING AND
PURCHASING
Social Equity Division
Phone 510-238-3970 Fax 510-238-3363

SCHEDULE D OWNERSHIP, ETHNICITY and GENDER QUESTIONNAIRE

Part I OWNERSHIP & ETHNICITY of PRIME

Firm or Individual Name Science Applications International Corporation Phone (614) 975 9155
Street Address 1710 SAIC Drive City McLean State VA Zip 22102 Federal ID # 95-3630868
City of Oakland Business License Number 2233118 Completed by Thomas A Elliott Phone if different from above (614) 975-9155

(Please check one and explain below)

- ☐ Self Employed, Name of Owner _____ ☒ Corporation, State of Incorporation Delaware
☐ Partnership, General or Limited _____ Names of Partners _____
☐ Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed
in this information

Ethnicity	African American	American Indian/Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II CERTIFICATIONS

Please attach a copy of the
certification letter or provide the
certification number and expiration
date

- ☐ Minority-owned Business Enterprise (MBE)? Cert # _____ Expiration Date _____
☐ Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____
☐ Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____
☒ Oakland Certified Local Business Enterprise Cert # 217203 Expiration Date 05/31/2014
☐ Other _____ Expiration Date _____

Part III Ethnicity and Gender of Employees

[illegible]

AFFIRMATIVE ACTION INFORMATION I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No 11246 (as amended by Executive Order No 11375) I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable

Digitally signed by Thomas A Elliott
DN: cn=Thomas A Elliott, o=SAIC, ou,
email=thomas.a.elliott@saic.com c=US
Date: 2013.02.06 23:54 17 -05 00'

Thomson

I declare under penalty of perjury that the foregoing is true and correct

Print Name Thomas A Elliott

Title Contracts Manager

Date 02/06/2013

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY

Pending Dispute Disclosure Form

Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract or transaction involving

- The purchase of products, construction, non-professional or professional services,
- Contracts with concessionaires, facility or program operators or managers,
- Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements
- Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days

Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities

Individuals, Businesses or other entities should respond below.

1 Are you or your firm involved in a pending dispute or claim Against the City of Oakland?

No ☒ Yes ☐ (check one)

2 If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract

Contract Title: _____

Date _____ Official(s), Staff person(s) involved _____

Administering Department/Division _____

Issues _____

Contract Title: _____

Date _____ Official(s), Staff person(s) involved _____

Administering Department/Division _____

Issues _____

(check) ☐ Additional Disputes listed on Attachment

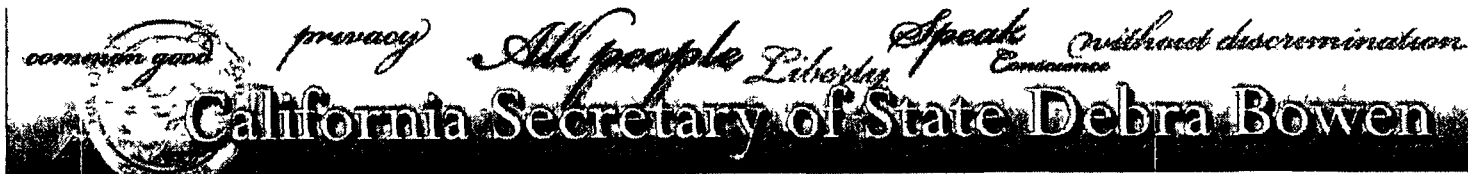
By signing below, I certify that all representations and disclosures made herein are true, correct and complete

Signature _____

Digitally signed by Thomas A Elliott
DN cn=Thomas A Elliott, o=SAIC, ou,
email=thomas a elliot@saic.com, c=US
Date 2013 02 06 23 26 08 -05'00'

Print Name Thomas A Elliott _____

Title Contracts Manager _____ Date 2/6/2013 _____

[Secretary of State](#)[Administration](#)[Elections](#)[Business Programs](#)[Political Reform](#)[Archives](#)[Registries](#)**Business Entities (BE)****Online Services**

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

Main Page**Service Options****Name Availability****Forms, Samples & Fees****Statements of Information**
(annual/biennial reports)**Filing Tips****Information Requests**
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

- [Business Resources](#)
- [Tax Information](#)
- [Starting A Business](#)

Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, February 22, 2013. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name	SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
Entity Number	C1090309
Date Filed	09/16/1981
Status	ACTIVE
Jurisdiction	DELAWARE
Entity Address	10260 CAMPUS POINT DRIVE
Entity City, State, Zip	SAN DIEGO CA 92121
Agent for Service of Process	C T CORPORATION SYSTEM
Agent Address	818 W SEVENTH ST
Agent City, State, Zip	LOS ANGELES CA 90017

* Indicates the information is not contained in the California Secretary of State's database

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

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Schedule M

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor

Date _____

City Attorney/Assistant City Attorney/
Deputy City Attorney

PART A INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

Name of Contractor Science Applications International CorporationSSN or Corporate Taxpayer ID No of Contractor 95-3630868

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE. IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF CALIFORNIA.

	Yes	No
1 Have you performed services for the City in any year(s) prior to 199__? If yes, please indicate which years		
2 Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done? If yes, please describe what you are expecting (or have received) in the way of training or direction		
3 Will your services under the contract be performed on City property? If no, please describe where the services are to be performed		
4 Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract		
5 Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services		

	Yes	No
6 Please provide the date on which you expect to complete your services under the contract		
7 In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies _____		
8 If your response to No 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9 Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes please describe _____		
10 Do you have federal and state employer identification numbers? If so, please provide these numbers _____		
11 <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed _____		
12 Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed _____		
13 In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy _____ _____		
14 Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you) _____		
15 Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed _____ _____		
16 Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address _____ _____		

Schedule M

	Yes	No
17 With regard to the following, please indicate whether you have		
a an existing business letterhead? (please attach)		
b an existing business phone number other than your home number? (please indicate #)		
c filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication		
d done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts		
18 If you have answered parts or all of No 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19 Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency _____		
20 Please describe the extent of any personal financial investment you have made in order to be self-employed You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes _____ _____ _____ _____		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT

2/6/2013

Date

Thomas A. Elliott

Contractor

Digitally signed by Thomas A Elliott
 DN: cn=Thomas A Elliott, o=SAC, ou
 email=thomas.a.elliott@sac.com, c=US
 Date 2013.02.06 23:34:27 -0500

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS
 A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR
 AND THE REASON FOR YOUR OBJECTION _____



Schedule N

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance") Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$11 70 per hour with health benefits, or \$13 45 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance **Note: Effective July 1, of each year, Contractor shall pay the adjusted wage rates.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance
- (b) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees There are several websites and other sources available to assist you Web sites include but are not limited to (1) [http //www.irs.gov](http://www.irs.gov) for current guidelines as prescribed by the Internal Revenue Service and (2) the Earned Income Tax Outreach Kit at 222 cbpp or/eic/2010
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City, and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing

Employment Questionnaire Please respond to the following questions		
Questions	Responses	Comments
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	40,000	
(2) How many of your permanent employees are paid above the Living Wage rate?	40,000	
(3) How many of your permanent employees are paid below the Living Wage rate?	0	
(4) Number of compensated days off per employee ?(Refer to item "a" above)	varies	
(5) Number of trainees in your company ?	unknown	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days	0	

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury

Project Name Joint Domain Awareness Center

Science Applications International Corporation

Company Name

1710 SAIC Drive, McLean, VA 22102

Address

614

Area Code

975-9155

Phone

02/06/13

Date

Thomas Elliott

Digitally signed by Thomas A Elliott
DN: cn=Thomas A Elliott, o=SAIC, ou, email=thomas.a.elliott@saic.com,
c=US
Date: 2013.02.06 23:42:56 -0500

Signature of Authorized Representative

Thomas A Elliott

Type or Print Name

Contracts Manager

Type or Print Title



City of Oakland

Equal Benefits Ordinance **Certificate of Compliance** *is hereby awarded to* **Science Applications International Corporation**

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Shelley Dardenburg
Shelley Dardenburg
Senior Contract Compliance Officer

5-13-11
Date



**Equal Benefits – Declaration of
Nondiscrimination/Equal Access**
(Completed by the Prime Contractor ONLY)

Section A Vendor/Contractor/Consultant/CFAR¹ Information

Name of Company Science Application International Corporation
Name of Company Contact Thomas A Elliott
Address 1710 SAIC Drive
City McLean State VA Zip 22102
Phone Number 614 975 9155 Fax Number 614 573 6396
Vendor Number _____ Federal ID or Social Security Number 95-3630868
Approximate Number of Employees in the U S 40,000

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No

Union Name(s) _____

Section B Compliance

Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one) ☒ Yes ☐ No

Does your company provide or offer access to any benefits to employees with domestic partners²? (Please check one) ☒ Yes ☐ No

Section C Compliance

Please check each benefit that applies

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	X	X	X		
Dental	X	X	X		
Vision	X	X	X		
Retirement (Pension, 401K, etc)	X				
Bereavement	X				
Family Leave	X				
Parental Leave	X				
Employee Assistance Program	X				
Relocation & Travel	X				
Company Discount, Facilities & Events	X				
Credit Union				X	
Child Care				X	
Other					

Signature Thomas A Elliott
Digitally signed by Thomas A Elliott
DN: cn=Thomas A Elliott, o=SAIC, ou=SAIC-Thomas A Elliott, email=thomas.a.elliott@saic.com, c=US
Date: 2013.02.06 22:51:09 -0500

Date Feb 6, 2013

¹ CFAR is a City Financial Recipient

² Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry



April 9, 2012

Certification Number

217203

Ms Kathryn Purcell
Science Applications International Corp (SAIC)
1000 Broadway, Suite 675
Oakland, CA 94607

Dear Ms Purcell

I am pleased to notify you that the Port of Oakland has certified your firm as an **LIABE (Local Impact Area Business Enterprise)** operating in the City of Oakland. Please note that your certification expires on **5/31/2014**. To renew your certification, please contact the Social Responsibility Division to request the list of necessary updated documents that need to be submitted. Please contact our office no sooner than three months prior to the expiration date.

At any time should your office have any changes in ownership, structure, location, or focus of your business, you are required to notify our office immediately. Failure to do so may result in decertification.

Your business will be included in the Port Certification Database using the information submitted in the Database Questionnaire and other supporting documents. This database provides businesses with free advertisement. A wide range of businesses, such as community based organizations, variety of vendors and construction contractors are listed. The database also includes a listing of professional services and a host of other important information to assist you with your outreach process. Projects and a list of certified companies are listed on the Port's website, www.portofoakland.com, and projects are advertised regularly in the legal notices in the Oakland Tribune. If you have any questions, please do not hesitate to call (510) 627-1419.

Sincerely,

Lila Zinn
Contract Compliance Supervisor

cc pj
 file

CITY OF OAKLAND



250 FRANK H OGAWA PLAZA, SUITE 1320 • OAKLAND, CALIFORNIA 94612

Finance & Management Agency
Business Tax Section

(510) 238-3704
FAX (510) 238-7128
TDD (510) 839-6451

February 14, 2013

To Whom It May Concern

The Business named below has been issued a Business Tax Certificate by this office

Business Name SCIENCE APPLICATIONS INTERNATIONAL CORP

Business Address 1000 BROADWAY STE 675

Owner(s) KENNETH C DALHBERG (CEO)

Business Tax Certificate Account No 2233118

✓ Expiration Date of Certificate December 31, 2013

Business Classification F Professional/Semi-Professional

The City of Oakland issues a Business Tax Certificate in lieu of a Business License and it is not regulatory
Information concerning ownership is that given by certificate holder

By

Sarina Baldwin

(510) 238-2001

CITY OF OAKLAND



250 FRANK H OGAWA PLAZA, SUITE 1320 • OAKLAND, CALIFORNIA 94612

(510) 238-3704
FAX (510) 238-7128
TDD (510) 238-3254

Acknowledgement of Payment Received

April 05, 2012

The City of Oakland Business Tax Section acknowledges receipt of the following payment on the date printed above

Payment Type: CHECK #30554068

Business Tax \$15,773.08

Total \$15,773.08

This payment will be tendered against the following account(s):

Account	Account Name	Business Address
2233118	SCIENCE APPLICATIONS INTERNATIONAL	1000 BROADWAY STE 675
Total number of Accounts 1		

Business Tax certificates are issued for accounts that are paid in full after your payment has been processed and accepted by our bank. Please keep this acknowledgement for your records. Thank you.

Payment received by Kenneth Standley



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services Attn: Barbara Llewellyn (213) 346-5102 California Insurance License 0437153 777 South Figueroa Street Los Angeles, CA 90017 075988-SAIC-ALL-2012	CONTACT NAME PHONE (A/C, No, Ext.) FAX (A/C, No) E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE INSURER A National Union Fire Ins Co of Pittsburgh PA INSURER B New Hampshire Insurance Company INSURER C Insurance Company Of The State Of PA INSURER D N/A INSURER E N/A INSURER F	
INSURED Science Applications International Corp 10260 Campus Point Drive M/S A3-G San Diego CA 92121	NAIC # 19445 23841 19429 N/A N/A	

COVERAGES	CERTIFICATE NUMBER	LOS-001548155-01	REVISION NUMBER
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL 4406364	04/01/2012	04/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 4982717 (AOS) CA 4982719 (MA) CA 4982718 (VA)	04/01/2012 04/01/2012 04/01/2012	04/01/2013 04/01/2013 04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			13273113	04/01/2012	04/01/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 033464518 (AOS) WC 033464519 (CA) WC 033464521 (WI MA WY) WC 033464520 (FL)	04/01/2012 04/01/2012 04/01/2012 04/01/2012	04/01/2013 04/01/2013 04/01/2013 04/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE City Project Number 20710-1 City of Oakland / Port of Oakland Joint Domain Awareness Center

City of Oakland, its Councilmembers, directors, officers, agents and employees are included as an additional insured as respects the General Liability but only with respect to liability arising out of the services provided by and on behalf of the Named Insured for the certificate holder as required by written contract. Such insurance is primary and non-contributory to any other insurance that may be available to the additional insured where required by contract as respects General Liability. The insurers agree to waive their rights of subrogation against Certificate Holder to the extent required under written contract for Workers' Compensation.

CERTIFICATE HOLDERCity of Oakland
Attn: Paula Peav Contracts and Compliance Division
250 Frank H. Ogawa Plaza Suite 3341
Oakland, CA 94612**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

James L. Vogel

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Oakland, its Councilmembers, directors, officers, agents and employees and volunteers	Any location(s) where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by.

- 1 Your acts or omissions, or
 - 2 The acts or omissions of those acting on your behalf,
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

B With respect to the insurance afforded to these additional insureds, the following additional exclusions apply

This insurance does not apply to "bodily injury" or "property damage" occurring after

- 1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or
- 2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

ENDORSEMENT #

This endorsement, effective 12 01 A M 04/01/2012 forms a part of

Policy No GL 440-63-64 issued to SAIC, INC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

**E-MAIL OR U S POSTAL SERVICE
ADDRESS**

CITY OF OAKLAND, ITS
COUNCILMEMBERS, DIRECTORS,
OFFICERS, AGENTS AND EMPLOYEES AND
VOLUNTEERS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services Attn: Barbara Llewellyn (213-346-5102) CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 075988-SAIC-PROF-2013	CONTACT NAME		
	PHONE (A/C, No, Ext.)	FAX (A/C, No)	
INSURED SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10260 CAMPUS POINT DRIVE M/S A3-G SAN DIEGO, CA 92121	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Lloyd's of London (A F Beazley #623 & 2623)		EC145
	INSURER B		
	INSURER C		
	INSURER D		
	INSURER E		
INSURER F			

COVERAGES**CERTIFICATE NUMBER**

LOS-001548158-01

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VOYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE EA EMPLOYEE	\$
							E L DISEASE POLICY LIMIT	\$
A	Professional Liability***			QF035912 (Claims Made)	06/30/2012	06/30/2013	Each Claim	\$2,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE City Project Number 20710-1 City of Oakland / Port of Oakland Joint Domain Awareness Center

*** Including Contractors Pollution Legal Liability and Information Security and Privacy Liability

CERTIFICATE HOLDER**CANCELLATION**

City of Oakland Attn: Paula Peav Contracts and Compliance Division 250 Frank H Ogawa Plaza Suite 3341 Oakland, CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services James L. Vogel 



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10260 CAMPUS POINT DRIVE M/S A3-G SAN DIEGO CA 92121	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER 25 FORM TITLE Certificate of Liability Insurance

Note

The above Professional Liability policy limits are inclusive of an aggregate sublimit of \$3,000,000 for Privacy Notification Costs. In addition, an excess aggregate sublimit of \$3,000,000 for Privacy Notification Costs is provided within the limits of the following excess policy:

Excess Professional Liability (including Contractors Pollution Legal Liability and Information Security & Privacy Liability)

Policy Number: 02-306-31 71

Insurer: National Union Fire Insurance Co. of Pittsburgh, PA

Effective: 06/30/2012-06/30/2013

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2010 JUN 30 AM 11:00

Approved as to Form and Legality


City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. 82933 C.M.S.

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE
TO:**

- 1) ENTER INTO A MEMORANDUM OF UNDERSTANDING/GRANT ADMINISTRATION AGREEMENT WITH THE PORT OF OAKLAND UNDER WHICH THE CITY WILL RECEIVE FISCAL YEAR 2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) PORT SECURITY GRANT PROGRAM (PSGP) FUNDING IN THE AMOUNT OF TWO MILLION NINE HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED DOLLARS (\$2,921,700) TO JOINTLY DEVELOP, ESTABLISH AND OPERATE A PORT/CITY DOMAIN AWARENESS CENTER (DAC), , AND
- 2) ACCEPT, APPROPRIATE AND ADMINISTER SAID ARRA PSGP GRANT FUNDS, AND
- 3) APPROVE THE PRELIMINARY SPENDING PLAN FOR THE CITY OF OAKLAND ASSOCIATED WITH SAID GRANT AND WAIVE CITY OF OAKLAND CENTRAL SERVICES OVERHEAD OF \$87,000, AND
- 4) EXPEND FUNDS IN ACCORDANCE WITH THE PRELIMINARY SPENDING PLAN WITHOUT FURTHER COUNCIL AUTHORIZATION, INCLUDING PURCHASES IN EXCESS OF THE CITY ADMINISTRATOR'S PURCHASING AUTHORITY FOR EQUIPMENT ON THE FEDERALLY AUTHORIZED EQUIPMENT LIST (AEL) AND SERVICES REQUIRED BY THE GRANT, PROVIDED CITY COMPETITIVE SOLICITATION AND PURCHASING PROGRAM/POLICIES ARE FOLLOWED

WHEREAS, the American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5) set aside approximately \$150 million of the stimulus funds for the Port Security Grant Program (PSG Program), and

WHEREAS, Congress and the Administration intended the PSG Program to be one of the tools in a comprehensive set of measures to strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks, and

WHEREAS, the Port of Oakland and City of Oakland submitted a ARRA PSG grant proposal to jointly develop, establish and operate a City/Port Domain Awareness Center (DAC) utilizing the City of Oakland Emergency Operations Center (EOC) to consolidate a network of existing surveillance and security sensor data to actively monitor critical Port facilities, utility infrastructure, City facilities and roadways, and

WHEREAS, on September 23, 2009, the Federal Emergency Management Agency's (FEMA) Grants Program Directorate announced that the Port of Oakland would receive \$2,921,700 to fund the joint development, establishment and operation of a City/Port Domain Awareness Center (DAC),

WHEREAS, the City Administrator recommends that the City Council authorize waiver of the central services overhead (CSO) fees of approximately \$87,000 for this project, in relation to contract assessments or other project related costs, to ensure that there is adequate funding for the project, and

WHEREAS, the grant funding includes up to 3% for grant maintenance and administration costs that will be utilized by the Oakland Fire Department, Office of Emergency Services, and

WHEREAS, Oakland Municipal Code Section 2 04 030 A requires Council approval for any purchase of goods and/or services over \$100,000.00, and

WHEREAS, the City Administrator recommends that he be authorized to expend ARRA PSG grant funds in connection with the establishment and operation of the City/Port Domain Awareness Center in excess of \$100,000 00 without further Council review or action because this project has a short, time sensitive grant performance deadline of January 2012, provided competitive solicitation and other City purchasing policies and programs are followed, and

WHEREAS, the City Administrator has determined that services that may be provided under contracts authorized hereunder would be of a professional, scientific or technical and temporary nature and not result in the loss of employment or salary by any person having permanent status in the competitive service, now, therefore be it

RESOLVED: That the City Council Authorizes the City Administrator or his designee to enter into a Memorandum of Understanding/Grant Administration Agreement with the Port of Oakland for Fiscal Year 2009 American Recovery and Reinvestment Act (ARRA) Port Security Grant Program (PSGP) funding in the amount of two million and nine hundred twenty one thousand and seven hundred dollars (\$2,921,700), to jointly develop, establish and operate a City/Port Domain Awareness Center (DAC), and be it

FURTHER RESOLVED: That the City Administrator or his designee is authorized to accept and appropriate said FY 2009 ARRA PSG Program Grants funds into U S Department of Homeland Security Fund (2123), Office of Emergency Services (20711) a grant project to be determined, and Office Emergency Services/Homeland Security Program (PS21), the full grant funds will be appropriated to the Miscellaneous Federal Grants Accounts 46129, and be it

FURTHER RESOLVED: That the City Administrator is authorized to award all contracts for purchases paid for with FY 2009 ARRA PSG Program Grant funds for any amount, even those purchases in excess of the City Administrator's authority in Oakland Municipal Code Section 2 04 020 or that otherwise require Council approval under Oakland Municipal Code Section 2 04 030, without further City Council review or action, including contracts involving the purchase of goods, material, equipment, services or combination thereof on the Federally

Authorized Equipment List (AEL) and services required by the grant, provided such purchases are in accord with the approved spending plan, the City's bidding or request for proposal requirements and purchasing programs/policies, and be it

FURTHER RESOLVED: That the City Administrator or his designee is authorized to approve preliminary spending plan, and be it

FURTHER RESOLVED: That the City Administrator or his designee is authorized to waive the central services overhead (CSO) fees of approximately \$87,000 for this project in relation to contract assessments or other project related costs, and be it

FURTHER RESOLVED: That all contracts authorized hereunder shall be approved for form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk

IN COUNCIL, OAKLAND, CALIFORNIA, JUL 20 2010, 20

PASSED BY THE FOLLOWING VOTE:

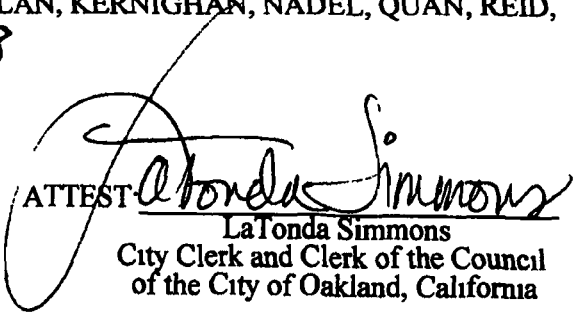
AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID,
and PRESIDENT BRUNNER - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST


LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California



CITY OF OAKLAND

Deanna Santana, City Administrator

REQUEST FOR PROPOSAL

RFP

For

CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

**PROVIDE PROFESSIONAL SERVICES TO
DESIGN/BUILD/MAINTAIN CITY OF OAKLAND/PORT OF
OAKLAND JOINT DOMAIN AWARENESS CENTER**

CITY PROJECT NUMBER 20710-1

**DEPARTMENT OF INFORMATION TECHNOLOGY
150 FRANK H. OGAWA PLAZA, 8TH FLOOR
OAKLAND, CA 94612**

October 2012

Oakland Ranked #5 Place to Visit in the World!



- New York Times 2012



TABLE OF CONTENTS

I	INTRODUCTION.....	1-5
II	SCOPE OF SERVICES.....	5-8
III	PROPOSAL.....	8
	A. General Information.....	8-22
	B. Submittal Requirements	22
	C. Required Proposal Elements and Format	22-25
	D. Rejection of Proposal Elements	25-26
	E. Evaluation of Proposals.....	26
	F. Interviews of Short-listed Firms	26-27
	G. Contract Negotiations and Award	27-28
IV	ATTACHMENTS	
	A. Sample Professional Services Agreement	29-62
	B. Schedule Q (Insurance Requirement).....	63-66
	C. Schedules (Required with submission).....	67
	• Schedule E - Project Consultant Team	
	• Schedule O - Campaign Contribution Limits	
	• DUNS Number Reporting Form	
	D. Document Control Affidavit	68-69
	E. Authorization Letter for Receipt of Restricted Documents	70
	F. Restricted Documents (Available at Port of Oakland Engineering Services Counter; to obtain copies, prospective Primes should contact Bill Russell at brussell@portoakland.com or at (510) 627-1439).	
<p>The following standard schedules will be collected from the successful proposer prior to full contract execution and may be viewed at: http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm or at 250 Frank H. Ogawa Plaza Suite 3341, Oakland, CA Contracts and Compliance Division. Also request a copy by email supplier@oaklandnet.com</p>		
	• <u>Combined Schedules C-1, P, U, V</u>	
	Declaration of Compliance with Americans with Disabilities Act	
	Nuclear Free Zone Disclosure	
	Compliance Commitment Agreement	
	Affidavit of Non-Disciplinary or Investigatory Action	
	• <u>Single Schedules</u>	
	Schedule R - Subcontractor, Supplier, Trucking Listing Form	
	Schedule B-2 - Arizona Resolution Declaration of Compliance	
	Schedule D - Ownership, Ethnicity and Gender of Prime and Employees	
	Schedule K - Pending Dispute Disclosure	
	Schedule M - Independent Consultant Questionnaire, Part A	
	Schedule N - Declaration of Compliance - Living Wage Ordinance	
	Schedule N-1 Equal Benefits Declaration of Non-Discrimination	
	Schedule Q - Insurance Requirement	

I INTRODUCTION

The City of Oakland (City) is soliciting proposals from qualified System Integrators and Turn-Key Information Technology (IT) Solution Providers for Professional Services to Design/Build/Maintain City of Oakland/Port of Oakland Joint Domain Awareness Center. The Domain Awareness Center (DAC) will reside in a City owned facility and consolidate a network of existing surveillance and security sensor data to actively monitor critical City/Port facilities, utility infrastructure, roadways, and other areas. New information management software will be utilized jointly by City of Oakland/Port of Oakland to streamline information gathering, aid in situation assessment, and enhance information dissemination. The information management software shall include situation awareness and response capabilities, linking monitoring data with dispatch and multiple other City/Port systems. This Request for Proposals (RFP) is being issued by the City of Oakland, Department of Information Technology.

The City of Oakland/Port of Oakland Joint Domain Awareness Center is being implemented in two (2) phases. The first of the two phases, the Conceptual Design Phase, is complete. The City/Port utilized a FY08 Federal Port Security Grant in the amount of \$438,740 to complete the work. The deliverables/documents of Phase 1 include: A) Concept of Operations, B) Technology Linkage, and C) Architectural Programming, all of which are incorporated into this RFP for services related to the development of Phase 2 of the project.

This RFP document is one of two document sets needed to successfully bid this project. Document set two, or the "Restricted Documents", includes highly Sensitive Security Information (SSI) and will only be made available to proposers complying with the "Sensitive Security Information (SSI)" section of this document.

American Recovery and Reinvestment Act (ARRA): The work under this Request for Proposal (RFP) is funded using ARRA funding in the amount of \$2.6 Million.

The minimum 50% Local and Small Local Business Enterprise Program (L/SLBE) has been waived for the professional services portion of this project. The 50% minimum participation requirement for all construction contracts at or over \$100,000 is applicable to the construction services portion of this project.

City Issues RFP: Sunday, October 14, 2012

Mandatory Pre-proposal Date and Time: Wednesday, November 7, 2012, 11:00 am
Diamond Conference Room at 250 Frank H. Ogawa Plaza, 3rd Floor, Oakland, CA 94612. Please note this meeting will not include discussion regarding contents of Restricted Documents.

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

Deadline For Questions: Tuesday, November 13, 2012 at Noon Questions shall be emailed to the Project Manager, Ahsan Baig abaig@oaklandnet.com

City Response to Proposer's Questions: Friday, November 16, 2012

Proposal Due Date and Time: Tuesday, November 27, 2012 at 2:00 P.M

Proposals Shall Be Delivered To: Office of the City Administrator, Contracts and Compliance Division, 250 Frank H. Ogawa Plaza 3rd Floor, Suite 3341, Oakland, CA 94612, Attention: Paula Peav

Proposals must be received and time stamped by City of Oakland Contracts and Compliance staff no later than – 2:00 P.M Proposals received after 2:00pm will be disqualified.

Short List of Qualified Proposers: Tuesday, December 4, 5:00 P M

Proposer Interviews (at discretion of City): Monday, December 10, 2012

City Selection: Friday, December 14

The successful Contractor must comply with all applicable City programs and policies Details are provided in the RFP document, online at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm> and will be discussed at the Pre-Proposal Meeting For copies of the forms and schedules, please go to <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedule/s/index.htm>. Discussion topics will include for example (a) Appropriate forms and schedules relative to applicable programs, (b) DUNS Number For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful consultant must provide a D-U-N-S number with the proposal. To obtain a number, go to Dun & Bradstreet at: <http://smallbusiness.dnb.com/establish-your-business/12334338-1.html>, and (c) The Contractor shall be required to comply with **applicable programs:** ♦ Equal Benefits ♦ 50% L/SLBE ♦ Living Wage ♦ Campaign Contribution ♦ Buy American Program ♦ Post-project Consultant Evaluation ♦ Prompt Payment ♦ Arizona Boycott ♦ Dispute Disclosure

Contractors that wish to participate in the RFP process are required to register in iSupplier Free copies of the RFP documents and Addenda (includes "Non-Restricted Documents" only) are available in iSupplier Hard copies will NOT be available for purchase from the City Consult the City website for the Plan Holder list.

1. iSupplier Registration/Login
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

2 1Supplier Plan Holders List

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/Construction/index.htm>

Contact Information: The following City staffs are available to answer questions regarding this RFP.

- 1 Project Manager Ahsan Baig at abaig@oaklandnet.com or (510) 238-3010
- 2 Contract Admin Paula Peav at ppeav@oaklandnet.com or (510) 238-3190
- 3 Contract Compliance Officer Vivian Inman at vinman@oaklandnet.com or (510) 238-6261

The City of Oakland (City) is home to a strong and diverse business community, located at the geographical center of the San Francisco Bay Area. Oakland is the largest and most established of the East Bay cities. The Gross Metropolitan Product (GMP) for San Francisco-Oakland-Fremont, estimated at \$298.7 billion for 2007, ranks in the top 10 metropolitan economies in the United States, reported in the United States Conference of Mayors, 2008. The City of Oakland plays an important role in this economy by establishing public safety, promoting economic development, sponsoring and stimulating innovative social and educational programs within its diverse neighborhoods, and improving the quality and efficiency of City services.

The Port of Oakland (Port) is an independent department of the City. The Port area is situated along approximately 20 miles of waterfront. The City has operated a public harbor to serve waterborne commerce since its incorporation in 1852 and has operated an airport since 1927. The Port currently has seven (7) marine terminals and 36 gantry cranes that support more than 25 domestic and international shipping lines linking the Bay Area with direct all-water service routes to most of the world's major producing, consuming, and trading economies. The Port is ranked as the fifth busiest cargo container port in North America and has adequate capacity to accommodate future growth.

The Joint Domain Awareness Center (DAC) is the result of a City of Oakland and Port of Oakland Memorandum of Agreement to share information and resources to enhance Maritime Domain Awareness and improve safety and security of the Port of Oakland area and of the City's first responder agencies. As a result of this agreement, the City and Port obtained grant funds to design and build the DAC.

The post September 11, 2001 environment demands the development and deployment of a comprehensive technology interface that integrates key City of Oakland, Port of Oakland, and third party stakeholder systems. The automation of primary safety and security related tasks and identification of specific countermeasures to various threat scenarios are essential to enhanced safety and security of the City/Port environments. The Domain Awareness Center is envisioned to include the integrated use of electronic security systems, monitoring systems, advanced communications systems, and information routing and sharing, to be utilized for day-to-day operations and in elevated scenarios that require utilization of the National Incident Management System (NIMS),

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

the National Response Framework and/or the Standardized Emergency Management System (SEMS).

Operational capabilities in the City and Port will be improved by creating a platform for interagency coordination. A joint coordination center that can allow for participation of Oakland Police Department (OPD), Oakland Fire Department (OFD), Office of Emergency Services (OES), and the Port (and facilities within the Port), with the potential for expansion of participation to include other regional partners, will improve operational coordination and mission execution by providing a common operational platform and single focus for prevention, preparedness, response, recovery and mitigation. To enhance and further facilitate safety and security City/Port of Oakland, a Domain Awareness Center will be constructed to facilitate the operation of this integrated system and provide for real-time incident level information sharing between partnering entities and agencies.

Sensitive Security Information (SSI) Certain, pertinent sections of this RFP, and attachments of, are considered Restricted Documents. **Only Proposers who intend to act as the Prime Contractor may obtain the Restricted Documents; the documents can be obtained at:**

Port of Oakland
Engineering Services Counter, 2nd Floor
530 Water Street
Oakland, CA 94607

To make arrangements to obtain copies of the Restricted Documents, please contact Bill Russell, at the Port of Oakland, at brussell@portoakland.com or (510) 627-1439.

To obtain Restricted Documents, the Proposer must submit a \$5,000 refundable deposit in the form of a company check made payable to "Port of Oakland". Said check shall contain Proposer's pre-printed company name, address, and phone number. Personal checks, temporary checks, and money orders will not be accepted. The full amount of \$5,000 will be refunded approximately twenty (20) days after Proposer has returned to the Port all copies of Restricted Documents, including any Addenda, containing Sensitive Security Information and distributed by the Port of Oakland, issued to Proposer during this bid period.

The Restricted Documents contain sensitive security information as defined in 49 CFR §1520. Distribution of the Restricted Documents is therefore controlled, as mandated by Federal and State regulations and as specified in the Port's "Document Control Affidavit", Attachment D. The person who picks up the Restricted Documents must submit the affidavit signed by the Chairman, President, or Vice President of the firm requesting the Restricted Documents. If the recipient of the Restricted Documents is not the person who signed the Document Control Affidavit, recipient must also submit the Port's "Authorization Letter", signed by the signatory of the Document Control Affidavit and authorizing recipient to pick up Restricted Documents on behalf of said

person Recipient must establish his/her identity by presenting a government-issued photo identification card Any Addenda modifying the Restricted Documents, and deemed to contain sensitive security information, will be distributed in hard-copy format to the recipient of the Restricted Documents

Sub-consultants or subcontractors will not be allowed to pick up any Restricted Documents It shall be the responsibility of the Proposer to distribute the Restricted Documents to their intended sub-consultants and subcontractors, subject to Federal and State regulations and the City's Document Control Affidavit

II. SCOPE OF SERVICES

General: Based on the findings contained in Phase 1, or, Conceptual Design of Port of Oakland/City of Oakland Joint Domain Awareness Center findings/deliverables (Concept of Operations, Technology Linkage, and Architectural Programming), the scope of work in this RFP or Phase 2 is defined via two parts

Part A - Design-Build-Maintain Technology Linkage System, based on the findings/deliverables of Phase 1, includes all labor, tools, materials, appliances, equipment, transportation, and services for the integration, enhancement, development, configuration, and maintenance of the specified systems (existing and new) relative to the DAC Part A, for the purposes of this project, will be referred to as "DAC-TLS" ("Domain Awareness Center-Technology Linkage System" or "Technology Linkage System") The Domain Awareness Center is envisioned to function as defined in the Phase 1 - Concept of Operations document The DAC-TLS must support the CONOPS and also follow a similar technology model (integration architecture and desired system functionality) as defined in the Phase 1 - Technology Linkage document.

Part B - Design-Build Existing Building Improvements, based on the findings/deliverables of Phase 1, includes all labor, tools, materials, appliances, equipment, transportation and services for completing the scope of work, for the purposes of this project referred to as "DAC-EBI" ("Domain Awareness Center - Existing Building Improvements" or "Existing Building Improvements") These improvements, and procedures to follow for the purposes of implementation of the improvements, are defined in the plans and specifications, the plans and specifications are the Architectural Programming documents of Phase 1

This RFP solicitation requires a Systems Integrator for the Hardware/Software Design-Build-Maintain Project, or, Part A mentioned above The Systems Hardware/Software Integrator will also be responsible for implementation of Part B and shall obtain the services of a contractor to perform the work, a) Final Design/Engineering - Professional Engineer Registered in the State of California and b) Construction - Contractor is responsible to possess all applicable classifications of California Contractors License(s), and license(s) must be in good standing per <http://www.cslb.ca.gov/> prior to, and during, completion of any work.

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

Proposers may partner or subcontract for services as needed, however, the successful Proposer will be responsible for the entire Scope as set forth in this Scope of Services. Subsequently, the selected Proposer as the Consultant will be solely responsible for coordinating the activities of all team members, and ensuring that the scope is fulfilled to the City's satisfaction in accordance with the agreement.

Project Overview: The project is designed to enhance prevention, response, and recovery for security/emergency response operations (day-to-day and emergency tempos) in the maritime area of the City/Port of Oakland, surrounding areas, and the supporting transportation and utility networks. Part A, mentioned above, shall deliver a comprehensive DAC-TLS that consists of configuration data, hardware, process documentation, training and support designed specifically for day-to-day public safety operations, security, emergency responses, and business recovery uses and applications tailored to the specific needs of the City/Port. The DAC-TLS is expected to support City and Port systems identified in the Phase 1 Technology Linkage Document and systems which are to be further defined, inventoried, and classified in this scope of work. The DAC-TLS solution is expected to be capable of providing long term support to the systems chosen for integration in this project and include flexibility to allow integration of additional systems in the future. This part of the project focuses on the specification, procurement, deployment, integration and support of the identified systems in the DAC. This project will include timely propagation of event/alarm data back to the DAC as well as being inclusive of the hardware and software that will store, serve, display, and allow sharing of that data.

This project is envisioned to produce a secure, web-accessible DAC-TLS that will provide information on critical infrastructure assets and will consolidate, migrate and integrate DAC-TLS' event and alarm information from the City/Port systems, and allow for that information to either be viewed and controlled via the individual systems' native application at the DAC or to be integrated into a Common Operational Platform (COP) manner at the DAC. All systems within the scope of this work shall be specified to provide "openness" in architecture to seamlessly integrate all systems information data into this COP environment. Information viewed by the DAC as a result of these systems will be done in conjunction with DAC viewing of separate, existing systems, such as City GIS, Port CCTV systems, and various communications/dispatching systems. The DAC-TLS will provide tools for focused response to mitigate security threats by providing the DAC and subsequent responders with the information they need to immediately respond to or revisit situational threats.

The core project goals of Part A/DAC-TLS, include, but are not limited to

- 1 Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC.
- 2 Based on review of the Technology Linkage document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements.

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

- 3 Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC
 - Provide a complete project plan to implement each system identified
 - Provide an implementation timeline for each system identified
- 4 Provide the deployment and integration of a Physical Security Information Management (PSIM) software system "most" conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port.
 - City and Port systems identified to be accessible in the DAC shall be prioritized for the purposes of system integration into PSIM. The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline.
 - Provide a complete project plan to integrate each system identified into the PSIM.
 - Provide a PSIM implementation timeline for each system identified
5. Provide standardization of DAC related network access and mediums
- 6 Create a standardized process and change management support function to ensure that all newly created images, cameras and applicable security assets are implemented within the DAC's viewing layer(s)
- 7 Provide a robust Records / Case Management System to allow for the integration of all DAC-TLS systems and provide for the encapsulation of multiple, digital information assets relative to individual incidents or events.
8. Provide a communications dispatch solution, (software application and hardware components) compatible with the current CAD System that will allow the DAC to offer bi-directional communication to first responders as well as other Emergency Operations Centers within the City (e.g. OPD, OFD, EOC, etc)
- 9 Provide a robust, integrated and work-flow oriented Ticket Management System to allow for the DAC to capture, respond and investigate any incident within their prevue
- 10 Design accurate, timely and complete information propagation of each DAC-TLS system into the DAC
- 11 Another core component of the implementation of the DAC-TLS solution is the development and delivery of management and user training resources, including change management with respect to changes to workflow and business processes

The City/Port recognizes that it has limited staff and resources to support the deployment of the DAC-TLS solution. Thus, an essential component is the provision of an ongoing maintenance, support, management, and monitoring on two distinct levels, for two (2) years.

- 1 Support and Maintenance of the deployed DAC-TLS solution products. Include hardware, software, database, and any other necessary components for the fully functional DAC-TLS solution – minimum service level is "business day"

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

service level only (8 hours x 5 days a week, excluding public holidays) by either remote or on-site staff. Additionally, emergency support and maintenance (issues occurring beyond 8 hours x 5 days a week, including public holidays) must be supported

2. Enhancements and Upgrades of the deployed DAC-TLS solution. Include future integration and development of the DAC-TLS to support City/Port system growth and needs

The successful, selected respondent shall develop and support PSIM workflows, to meet needs of DAC operations, for the duration of the maintenance/service agreement mentioned above. The contractor shall also ensure system integrations in the PSIM for five (5) years; provide all manufacturer(s) issued system, firmware, and software application version updates.

Additional information regarding the Part A/DAC-TLS Scope of Work can be found in the "Restricted Documents".

The core project goals of Part B/DAC-EBI, include, but are not limited to

1. Review and validate, in coordination with City/Port of Oakland, DAC build out plans and specifications. In consultation with the City/Port of Oakland, make any adjustments necessary
2. Implement Part B – Provide complete, 100% Design plans and specifications and build - Existing Building Improvements. Design and construction must meet all requirements of City/Port of Oakland. Contractor performing the work is responsible for obtaining all permits required to perform this scope of work.

Additional information regarding the Part B/DAC-EBI Scope of Work can be found in the "Restricted Documents".

III. THE PROPOSAL

A. GENERAL INFORMATION

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate
2. The City Council reserves the right to reject any and all proposals
3. Local and Small Local Business Enterprise Program (L/SLBE)
 - a. *Requirement* –The minimum 50% Local and Small Local Business Enterprise Program (L/SLBE) has been waived for the professional services portion of this project. The 50% minimum participation requirement for all construction contracts at or over \$100,000 is applicable to the construction services portion of this project. There is a 50% minimum participation requirement for all

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

service level only (8 hours x 5 days a week, excluding public holidays) by either remote or on-site staff. Additionally, emergency support and maintenance (issues occurring beyond 8 hours x 5 days a week, including public holidays) must be supported.

- 2 Enhancements and Upgrades of the deployed DAC-TLS solution. Include future integration and development of the DAC-TLS to support City/Port system growth and needs.

The successful, selected respondent shall develop and support PSIM workflows, to meet needs of DAC operations, for the duration of the maintenance/service agreement mentioned above. The contractor shall also ensure system integrations in the PSIM for five (5) years, provide all manufacturer(s) issued system, firmware, and software application version updates.

Additional information regarding the Part A/DAC-TLS Scope of Work can be found in the "Restricted Documents".

The core project goals of Part B/DAC-EBI, include, but are not limited to

- 1 Review and validate, in coordination with City/Port of Oakland, DAC build out plans and specifications. In consultation with the City/Port of Oakland, make any adjustments necessary.
- 2 Implement Part B – Provide complete, 100% Design plans and specifications and build - Existing Building Improvements. Design and construction must meet all requirements of City/Port of Oakland. Contractor performing the work is responsible for obtaining all permits required to perform this scope of work.

Additional information regarding the Part B/DAC-EBI Scope of Work can be found in the "Restricted Documents".

III. THE PROPOSAL

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REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

construction contracts at or over \$100,000, all professional services contracts over \$50,000, and all purchases of commodities, goods and associated services over \$50,000 Bidder/consultant status as an **Oakland certified local or small local firm and subcontractor/subconsultant** status as an Oakland certified local or small local firm are taken into account in the calculation

The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime contractor with the City. The SLBE requirements still apply for non-certified LBEs and non-local business enterprises

There is also a 50% L/SLBE trucking participation requirement to enhance the participation of locally based trucking firms in city funded public works projects. In the case of construction projects where trucking is warranted, 50% of the total trucking dollars must be allotted to certified (Oakland) Local Truckers. The City will identify in bid specifications when the 50% local trucking requirement is applicable. It is important to note that failure to comply with the 50% trucking requirement will result in a non-responsive bid.

- b **Requirement – For Construction Services, 50% Local Employment Program (LEP):** For any construction contract or development agreement with the City this policy establishes a goal for Oakland-resident employment on public works projects (as such projects are defined in this policy). Specifically, for work performed at the construction site, this policy establishes a goal of 50% of the work hours, which must be performed by Oakland residents on a craft-by-craft basis. In addition, a minimum of 50% of all new hires on the project (on a craft-by-craft basis) must be Oakland residents, and the first new hire must be an Oakland resident. A contractor or developer must achieve the goals or secure an exemption from the City.
- c Oakland's Local Employment Program applies to this contract. This program requires contractors to hire local residents for public works contracts.
- d **Requirement – For Construction Services, 15% Apprenticeship Program:** Oakland's Apprenticeship Program applies to this contract. This program requires contractors to provide employment to Oakland apprentices equal to 15% of the total project work hours on a craft-by-craft basis, or demonstrate through good faith efforts that at the time of the contract there were insufficient Oakland apprentices available to perform contracted work on a craft-by-craft basis equal to fifteen percent (15%) of the total hours. Contractors will have either provided

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

employment to Oakland apprentices equal to 15% of project hours on a craft-by-craft basis or secured waiver(s) from the City. Specific details of the L/SLBE, LEP and Apprenticeship Program are addressed in the Local and Small Business Program which can be viewed on our website

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm> under the heading "Local and Small Local Business Program" or at 250 Frank H. Ogawa Plaza, Room 3341 City Administrator's Office, Division of Contracts and Compliance

- e. *Requirement* – For Construction Services, Prevailing Wages - City of Oakland contracts for public works of improvement (construction) are subject to all California Labor laws, including, but not limited to, prevailing wage and apprentice wage laws. The City and Agency have adopted State of California Prevailing Wage rates for their public works of improvement (construction) projects. City Council Resolution No 57103 C.M.S., passed March 28, 1978, covering this matter are available for inspection at the Office of the City Clerk, One Frank H. Ogawa Plaza Oakland, CA 94612. The Prevailing Wages Ordinance can be viewed at our website <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/PoliciesOrdinances/index.htm> Policies and Ordinances or at 250 Frank H. Ogawa Plaza, Room 3341 City Administrator's Office, Division of Contracts and Compliance. The California Department of Industrial Relations (DIR), Divisions of Labor Statistics and Research, annually determines prevailing wages and may be found at www.dir.ca.gov/DLSR/PWD
- f. *Requirement* – For Construction Services, contractors are required to submit weekly certified payroll documents five days after each pay period to the City and will be monitored/audited for compliance. The City will investigate discrepancies in the audit as well as prevailing wage claims, and may request further documentation or proof of compliance. In the event that the City or Agency determines that Contractor has failed to pay any of its employees in accordance with the appropriate prevailing wage rate, findings will be reported to the Department of Labor and/or the difference between the amount paid and amount owed for prevailing wages from any amount owed contractor will be withheld until such time as the payment dispute is fully and finally resolved.
- g. *Requirement* – For Construction Services, Electronic Payroll Submittals - The prime contractor and all subcontractors must submit all certified payrolls via the LCPTracker System, in accordance with the City of Oakland's Local and Small Local Business Enterprise

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

Program The monthly service charge for Prime contractors is \$160 00 per month for contracts less than 5 million dollars and \$320 00 for contracts greater than 5 million dollars, subcontractors will not be charged for this service

- h Good Faith Effort - In light of the fifty (50%) percent requirement, good faith effort documentation is not necessary.
- i Preference Points - Preference points are earned based on the level of participation proposed prior to the award of a contract Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms
- j. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- k In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement
- l. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
- m Earning extra preference points for having an existing work force that includes Oakland residents is considered added value The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise Typically 100 points may be earned for the technical elements of the RFP Preference points are awarded over and above the potential 100 points
- n The Exit Report and Affidavit (ERA) - This report declares the level of participation achieved and will be used to calculate banked credits The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a copy of the final progress payment application
- o Joint Venture and Mentor Protégé Agreements If a prime contractor

or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

- p Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team attached and incorporated herein and made a part of this Agreement.
 - q All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
 - r In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
 - s In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.
4. The City's Living Wage Ordinance

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord 12050 § 1, 1998) The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form, and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$11.70 with health benefits or \$13.45 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.75 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <http://www.irs.gov> and <http://www.irs.gov/individuals/article/0,,id=96466,00.html>
- e. Contractor shall provide to all employees and to the Office of

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

- f Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require sub-contractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division. For more information, see http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28_LIWAOR.html#TOPTITLE

5 Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2 32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Contractors (contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees (Ord 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance. Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000 00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

moneys deposited in the treasury or out of trust moneys under the control of or collected by the city, and Entities which enter into a "property contract" pursuant to Section 2 32 020(D) with the City in an amount of twenty-five thousand dollars (\$25,000 00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year

The Ordinance shall only apply to those portions of a Contractor's operations that occur (1) within the City, (2) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City, and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub-contractors

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as Equal Benefits-Declaration of Nondiscrimination form. For more information, see http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2_32EQBEOR.html#TOPTITLE

6 Prompt Payment Ordinance OMC Section 2.06.070 Prompt Payment Terms Required in Notices Inviting Bids, Requests for Proposals/Qualifications and Purchase Contracts

This Agreement is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2 06. The Ordinance requires that, unless specific exemptions apply, Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com

7 Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship

- b Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability
- c Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire
- f The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g All affirmative action efforts of Contractors are subject to tracking by the City This information or data shall be used for statistical purposes only All Contractors are required to provide data regarding the make-up of their sub Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question
- h The City will immediately report evidence or instances of apparent discrimination in City contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or

debarment.

- 1 In the recruitment of sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- J In the use of such recruitment, hiring and retention of employees or sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

8 Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator if its Business Entity or any of its subsidiaries, affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

9 Pending Dispute Disclosure Policy

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

10 City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3 12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form.

11 Nuclear Free Zone Disclosure

Contractor represents, pursuant to the combined form Nuclear Free Zone Disclosure Form that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete the combined form, attached hereto.

12 Sample Professional Service Agreement

This Agreement is subject to the attached Sample Professional Service Agreement.

13 Insurance Requirements

The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of the Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute grounds for rescission of the contract award.

The Contractor shall name the City of Oakland, its Council members, directors, officers, agents, employees and volunteers as additional insured in its Comprehensive Commercial General Liability and Automobile Liability policies. If Contractor submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 11 85 form and/or CA 20 48 - Designated Insured Form (for business auto insurance).

Please Note: A statement of additional insured endorsement on the ACORD insurance certificate is insufficient and will be rejected as proof of the additional insured requirement.

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (Schedule Q). A copy of the requirements are

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified

When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations

When providing the insurance, the "Certificate Holder" should be listed as City of Oakland, Contracts and Compliance, 250 Frank H Ogawa Plaza, Suite 3341, Oakland, CA 94612

14. City Contractor Performance Evaluation

At the end of the project, the Project Manager will evaluate the Contractor's Performance in accordance with the City Contractor Performance Evaluation program.

15. Violation Of Federal, State, City/ Laws, Programs Or Policies

The City may, in their sole discretion, consider violations of any programs and policies described or referenced in this Request for Proposal, a material breach and may take enforcement action provided under the law, programs or policies, and/or terminate the contract, debar contractors from further contracts with City and/or take any other action or invoke any other remedy available under law or equity

16. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City Contractor's services will be performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the Contractor's employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

- 17 All responses to the RFP become the property of the City
- 18 The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal
- 19 The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.
- 20 The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFP or any responses by any contractor teams
- 21 The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations
- 22 Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance
- 23 The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub Contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations
- 24 Correction Period If within one (1) year after the date of Final Acceptance or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special warranty or guarantee required by the Contract Documents or supplied with regard to the Work or required by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, (1) correct such

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

defective Work or, if it has been rejected by the City, remove it from the Site and replace it with Work that is not defective, and (11) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting therefrom (including but not limited to all costs of repair or replacement of work of others) shall be paid by Contractor.

25 Performance Bond: The successful, selected respondent will issue a Performance Bond to the City of Oakland in the amount of the cost of the Services Agreement. The Performance Bond is to be maintained for the duration of the Services Agreement.

B. SUBMITTAL REQUIREMENTS

Submit ten (10) copies of proposal. The proposals are due at the Department of Contracts and Compliance, Office of the City Administrator, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612 time stamped by no later than 2:00 P.M. Tuesday, November 27, 2012.

- Proposal submitted to the above address after 2:00 P.M. will not be accepted.
- Proposal submitted to another location by 2:00 P.M. will not be accepted.

All proposals submitted via US Mail or common carrier must be delivered in a sealed package with the project name, submittal date, time and location of the proposals on the outside of the package or the documents.

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT

1 Transmittal Letter

- a. Addressed to Deanna Santana, City Administrator, Office of the City Administrator, City Hall, 1 Frank Ogawa Plaza, 3rd Floor, Oakland, California, 94612 (Please do not submit proposals to this address)
- b. Signed by an officer of the consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign

2 Project Team

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

- a In response to this RFP, the prime contractor shall be qualified consulting firm For LBEs/SLBEs, submit a copy of current business license and date established in Oakland
- b Sub-Consultants (if used) list addresses, telephone numbers and areas of expertise of each Briefly describe the project responsibility of each team member Identify which contractors are MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE) Additionally, for LBEs/SLBEs, submit a copy of current business license and date established in Oakland

3 Project Personnel

- a Prime(s) Provide a detailed resume of the proposed principal-in-charge, 1 and the project manager(s) The Project Manager(s) shall be a full-time employee of the prime(s) Clearly identify experience
- b Sub-Contractors Provide a detailed resume of the proposed project manager, who shall be a full-time employee of each sub-contractor for this project Clearly identify relevant experience. He/she shall be a professional currently licensed in the State of California

4 Relevant Experience

- a Describe experiences performing similar functions in three local government operations to include a brief description of recommendations and outcomes
- b If the team has worked together collaboratively, please include a description of this work
- c Describe experiences and ability to work effectively with City staff, community groups, and other stakeholders

5 Project Approach and Organization

- a Present your concept of the approach and organization required for this project Indicate your understanding of the critical project elements.
- b Provide a proof-of-concept design framework for the DAC-TLS, shall include, but is not limited to, architecture outlining how City/Port systems identified in the Technology Linkage Document are to be accessed in the DAC and descriptions of

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

anticipated infrastructure/hardware/software improvements
necessary

- c Provide a proof-of-concept framework for PSIM implementation based on functionality requirements identified in the CONOPS and Technology Linkage Documents, identify (conceptually) what systems proposer anticipates integrating into the PSIM solution based on allotted project implementation timeline and budget.
- d Provide a project schedule and identify ability to complete the project within the specified timeframe
- e Describe how you intend to interface with City staff and the community

6 References

- a Prime Consultant(s) Three business related references, giving name, company, address, telephone number and business relationship
- b Proposed Project Manager(s). Two business related references, giving name, company, address, telephone number and business relationship to project manager
- c Describe pertinent past related projects completed within the past five (5) years (maximum of 3 projects per team member, not to exceed 10 per proposal)

7 Fee Proposal and Billing Rates

- a Provide a detailed man-hour breakdown of all work described in the project approach with a summary of fee by task and total for the project
- b Provide a complete list of all staff hourly rates by category, i.e., Principal, Project Manager, Project Professional, Technician, Clerical, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc
- c Provide all anticipated direct and reimbursable costs

8 Submittals are validated using the following RFP Checklist

- a Schedules (Required with submission)

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

- 1 Schedule E - Project Consultant Team
- 2 Schedule O - Campaign Contribution Limits
- 9 Other schedules must be submitted prior to full contract execution and are available at
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>
- 10 Addenda - Proposal and Acknowledgment of all Addenda -- if issued, please provide signed addenda and submit with proposal
- 11 Sensitive Security Information (SSI)/Restricted Document References All pages in proposals with references to City/Port Restricted Documents must be labeled as SSI
12. Proprietary Information All responses to the RFP become the property of the City To withhold financial and proprietary information, please label each page as "confidential" or "proprietary"
- 13 Public Records Act or Sunshine Ordinance Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether or not to disclose "confidential" or "proprietary" information.
- 14 Performance Bond -- Submit a written statement indicating the Proposer will comply with the requirement to provide a Performance Bond for the Service Agreement, as referenced in Section III

D. REJECTION OF PROPOSAL ELEMENTS

The City reserves the right to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this RFP without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

- Proposal received after designated time and date
- Proposal not in compliance with the City of Oakland Local/Small Local Business Enterprise Program
- Proposal not containing the required elements, exhibits, nor organized in the required format

- Proposal considered not fully responsive to this RFP

E. EVALUATION OF PROPOSALS (The City Reserves the Right to revise the Evaluation Process)

The following sample of criteria and the points for each criterion, for a total of 110 points, may be used in evaluating and rating the proposals

- 1) Relevant Experience 30 points
 - Past, recently completed, or on-going local government projects to substantiate experience.
 - Experience on at least three (3) projects providing services similar to those described in this RFP.
 - Prior experience and ability to work with City staff, community groups, and other stakeholders
- 2) Qualifications 25 points
 - Professional background and qualifications of team members and firms comprising the team.
- 3) Organization 20 points
 - Current workload, available staff and resources
 - Capacity and flexibility to meet schedules, including any unexpected work.
 - Ability to perform on short notice and under time constraints
 - Cost control procedures in design and construction
 - Ability to perform numerous projects at the same time.
- 4) Approach 20 points
 - Understanding of the nature and extent of the services required
 - A specific outline of how the work will be performed
 - Proof-of-Concept Content
 - Awareness of potential problems and providing possible solutions
 - Special resources the team offers that are relevant to the successful completion of the project
- 5) L/SLBE Certified Business Participation 2-5 Points
- 6) Other Factors 10 points
 - Presentation, completeness, clarity, organization, and responsiveness of proposal

F. INTERVIEWS OF SHORT-LISTED FIRMS

Interviews of short-listed qualified candidates may be held if a selection is not made from the evaluation phase Evaluation criteria for Interviews of Short-

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

Listed Firms will be similar in nature as to what is outlined in "E-Sample Evaluation Process" though the City reserves the right to revise the evaluation process

- 1) The selected teams will be notified in writing, and will be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) the day before the interview
- 2) The interviews will last approximately 60 minutes, with the time allocated equally between the team's presentation and a question-and-answer period. The teams should be prepared to discuss at the interview their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined)
- 3) Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms:
 - a) Presentation 40 points
(Scoring criteria is similar to that of the proposal criteria.)
 - Relevant Experience
 - Qualifications
 - Organization
 - Approach
 - Proof of Concept
 - b) Request for Proposal Submittal 25 points
 - Total points from the initial review of proposals will be allocated proportionally based on a maximum allowance of 20 points
 - c) Interview / Questions 35 points

Overall Rating Criteria. The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms. The City anticipates the tentative schedule of events to be as follows

Only those contractors meeting the relevant experience and submit the SOQ will be invited for interviews

G. CONTRACT NEGOTIATIONS AND AWARD

- 1 The completion of this evaluation process will result in the contractor being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. Should the City and the first ranked contractor not

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the contractor that is next in line

- 2 The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule
- 3 The City will withhold the final 10% of contract amount pending successful completion of work
- 4 Upon successful completion of the negotiations, the City Administrator will award of the contract to the selected contractor
- 5 A sample City standard professional services agreement is included in the RFP as referenced as Attachment A "Sample Agreement" The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney's Office is typically not inclined to make any modifications to the standard agreement terms and provisions
6. Upon award the City will issue a Notice to proceed.
7. The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures
- 8 The City reserves the right to revise the negotiations and award process

END OF RFP

ATTACHMENT A
SAMPLE PROFESSIONAL SERVICE AGREEMENT

**SAMPLE PROFESSIONAL SERVICES
AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND _____**

This contract serves as a sample only and is subject to amendments pending negotiations

TABLE OF CONTENTS

1	Definitions
2	Priority of Documents
3	Conditions Precedent
4	Scope of Work
5	Initial Term
6	Deliverables
7	No Disruption of Software
8	[RESERVED]
9	Proprietary or Confidential Information of the City
10	Ownership of Results
11	Change Notices
12	Liquidated Damages for Contractor's Unexcused, Untimely Performance <u>(Required where City establishes that time is of the essence)</u>
13	Limitation on Liability
14	Performance Bond <u>(Required where risk factors so indicate)</u>
15	Indemnification
16	Termination
17	Abandonment of Project
18.	Commencement, Completion and Close-out
19	Bankruptcy
20	Assignment
21	Agents/Brokers
22.	Publicity
23	Conflict of Interest
24	Validity of Contracts
25	Governing Law
26	Headings
27.	Construction
28	Waiver
29	Independent Contractor
30	Attorneys' Fees
31.	Counterparts
32	Remedies Cumulative
33	Severability/Partial Invalidity
34	Access
35.	Entire Agreement of the Parties
36	Modification
37	Notices
38	Right to Offset
39	Survival
40	Authority

EXHIBITS

Exhibit 1---[RESERVED]

Exhibit 2--- *Statement of Work (as negotiated by the parties)*

Exhibit 3--- [RESERVED]

Exhibit 4--- **Contract Compliance Provisions**

- 1 Business Tax Certificate
- 2 Inspection of Books and Records/Right to Audit
- 3 Non-Discrimination/Equal Employment Practices
- 4 Americans with Disabilities (ADA Requirements)
- 5 Local, Small Business Enterprise Program (LSBE)
- 6 Other Applicable Ordinances
- 7 City of Oakland Campaign Contribution Limits
- 8 Insurance /
- 9 Political Prohibition
- 10 Religious Prohibition
- 11 Prompt Payment Ordinance
- 12 Arizona and Arizona-Based Businesses
- 13 Dispute Disclosure

Exhibit Five---**Schedules**

- **Combined Schedules C-1, P, U, V**
 - Declaration of Compliance with Americans with Disabilities Act
 - Nuclear Free Zone Disclosure
 - Compliance Commitment Agreement
 - Affidavit of Non-Disciplinary or Investigatory Action
- **Single Schedules**
 - Schedule B-2 – Arizona Resolution Declaration of Compliance
 - Schedule D - Ownership, Ethnicity and Gender of Prime and Employees
 - Schedule K – Pending Dispute Disclosure
 - Schedule M - Independent Consultant Questionnaire, Part A
 - Schedule N - Declaration of Compliance - Living Wage Ordinance
 - Schedule N-1 Equal Benefits Declaration of Non-Discrimination
 - Schedule Q - Insurance Requirement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND _____**

This Agreement is entered into as of the date when fully executed below between _____, a _____ corporation ("Contractor") and the City of Oakland ("City"), a municipal corporation, One Frank H. Ogawa Plaza, Oakland, California 94612, who agree as follows

RECITALS

This Agreement is made with reference to the following facts and objectives

- A. **WHEREAS**, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met, and
- B. **WHEREAS**, Contractor is a provider of information technology-related services ("Services"), and
- C. **WHEREAS**, City is part of and provides information technology services to the various City departments, offices, and programs, and
- D. **WHEREAS**, City is interested in Contractor's Services, and specifically interested in [NAME OF CONTRACTOR'S SERVICES], and
- E. **WHEREAS**, City desires to obtain Contractor's Services from Contractor; and
- F. **WHEREAS**, the following Exhibits and Schedules are attached to and incorporated by reference into this Agreement

EXHIBIT 1---[RESERVED]

EXHIBIT 2---Scope of Work

EXHIBIT 3---[RESERVED]

EXHIBIT 4---Contract Compliance Provisions

EXHIBIT 5 City Schedules

NOW THEREFORE, THE PARTIES TO THIS AGREEMENT COVENANT AND AGREE AS FOLLOWS.

SECTION I

PROJECT TERMS AND CONDITIONS

1. Definitions *[AS THE PARTIES DEEM APPROPRIATE]*

2. Priority of Documents

In the event of conflicting provisions between the following documents, the provisions shall govern in the following order: this Agreement, the latest Amendment, the Purchase Order, Change Order, or Change Notice, and Exhibits to this Agreement

3. Conditions Precedent

City and Contractor must agree to the following provisions and, as applicable, Contractor must comply with the following requirements before the Agreement will become ineffective.

- a. Performance bond *(optional, depending upon the magnitude of the risk of non-completion of the project)*
- b. Business Tax License
- c. City of Oakland Schedules
- d. Scope of Work
- e. [RESERVED]

4. Scope of Work

Contractor agrees to perform the services ("Services") specified in EXHIBIT 2, the Statement of Work, which is attached to this Agreement and incorporated herein by this reference

[City and Contractor shall negotiate and agree upon a Statement of Work prior to signing the Agreement. The SOW must include at least

- a. *A detailed statement of and delivery schedule for the Services* *Contractor will provide for the project*
- b. *Contractor's plan for managing the project ("Project Management Plan"),*
- c. *Either an agreed upon plan for determining the acceptability of the project deliverables ("Acceptance Test Plan") or an agreed upon process for how the Acceptance Test Plan will be developed which includes the process for*

- (1) *testing according to agreed-upon benchmarks;*
- (2) *the process for contractor to cure any deficiencies which result from the testing;*
- (3) *the process for City to accept those deliverables once the tests have been completed successfully;]*

d. *The Schedule of Payments and terms for payment,*

e. *Contractor's and City's Contract/Project Managers ,)*

5. **Initial Term**

The Initial Term of this Agreement shall start when it is executed in full by all Parties and end upon the satisfactory completion of the provision of all Services and any other tasks set forth in the SOW, unless extended by the written Agreement of the Parties or sooner terminated as provided herein.

6. **Project Deliverables**

[City and Contractor will negotiate the terms for Contractor's provision of its Services to City. The City invites Contractors to submit their standard Professional Services Agreement. The terms the City seeks include the following:

a. Contractor's assurance that it shall perform its Project obligations in a professional and workmanlike manner,

b. An agreed upon itemization of the Services Contractor shall provide to City and the terms under which Contractor shall provide its Services.

7. **No Disruption of City's Systems**

Contractor acknowledges that City is a provider of public and municipal services to the public and residents of the City of Oakland and that City's use of its systems ("Systems") is vital to (a) the business operations of the City, (b) the orderly and efficient provision of public and municipal services by the City, and (c) the health and safety of City's residents, and therefore, that any unauthorized interruption of City's business and operations could result in substantial liability to City. In recognition of City's status as a provider of such public and municipal services, Contractor warrants and represents that Contractor shall not at any time during the term of this

Agreement and thereafter render the City's Systems unusable or inoperable. If Contractor takes any such actions, Contractor shall be liable for and indemnify City for all liabilities, claims, losses, damages and expenses, including without limitation, reasonable attorney's fees, arising from Contractor's actions.

8. **[RESERVED]**

9. **Proprietary or Confidential Information of the City**

Contractor understands and agrees that, in its provision of the Services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

10. **Ownership of Results**

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents in drawings, plans, sheets prepared by Contractor or its Subcontractors under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

11. **Change Notices**

- (a) Upon fifteen (15) days' written notice to Contractor, City shall have the right to request changes in the provision of any future Services under this Agreement by delivering to Contractor a change notice ("Change Notice"), provided that any and all such changes shall be subject to Contractor's written consent. Each Change Notice may specify changes to the Work, including without limitation, designs, specifications, time and place of delivery and the nature, time and place of the provision of Services. If any Change Notice causes an increase or decrease in the price or the time required for performance under this Agreement,

an equitable adjustment jointly agreed upon by City and Contractor shall be made and the Agreement shall be modified in writing accordingly

- (b) Change Notices issued under this Agreement must be accepted or rejected in writing by Contractor within ten (10) days of Contractor's receipt of its issuance Notwithstanding as may be otherwise provided here in, if for any reason Contractor should fail to timely accept or reject a Change Notice in writing, such Change Notice shall be deemed accepted.

12 **Liquidated Damages for Contractor's Unexcused, Untimely Performance**

[For those projects where time is of the essence such that City will suffer financial loss in the form of contract and business administration expenses that cannot be determined with certainty, City and Contractor will negotiate a Liquidated Damages provision that will set the amount to be assessed for each day of delay in the project schedule caused by Contractor's unexcused, untimely performance.]

13. **Limitation on Liability**

[City and Contractor shall negotiate a Limitation on Liability that is reasonable for the risks involved, including, but not limited to, the amount of the contract. City seeks Limitation of Liability which does not prevent it from recovering the monies expended under the Agreement in the event of Contractor's breach. In addition, Limitation on Liability cannot apply to Contractors indemnification obligations hereunder.]

14. **Performance Bond**

[For each project, the City will assess the risk of the project not being successfully completed including the likelihood that the City will be able to recover from Contractor the monies it has paid Contractor at the time Contractor ceases to perform. For those projects where the City determines from this assessment that the risk factors so indicate, the City will require a Performance Bond from Contractor in the amount of the total contract value to guarantee that the City will be able to complete the project using the Bond proceeds.]

15 **Indemnification**

- (a) **General Indemnification** Contractor shall indemnify, hold harmless, and (at City's request with Counsel acceptable to City), defend City, its Council members, directors, officers, employees, agents, servants, and independent contractors (each of which persons and entities are collectively referred to herein as "Indemnitees") from any and all actions, causes of actions, claims, injuries (including, without limitation, injury to or death of an employee of Contractor or any of its structures), liabilities (of every kind, nature and description), losses, demands, debts, liens, obligations, judgments, administrative fines, damages, (incidental or consequential) costs, expenses, and attorneys' fees (collectively referred to herein as "Actions") caused by or arising out of

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

- (1) a breach of Contractor's obligations, representations or warranties under this Agreement,
 - (2) any act or failure to act in the course of performance by Contractor under this Agreement,
 - (3) any negligent (passive or active) or willful acts or omissions in the course of performance by Contractor under this Agreement,
 - (4) any claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor,
- (b) Proprietary Rights Indemnity Contractor shall indemnify, defend, save and hold harmless Indemnitees from any and all Actions arising out of claims that the Services Contractor shall provide infringe upon or violate the Intellectual Property Rights of others either directly or, indirectly to the extent that Contractor's Services alter the manner in which the City uses its systems. If the Services Contractor shall provide will become the subject of an Action or claim of infringement or violation of the Intellectual Property Rights of a third party, City, at its option shall require Contractor, at Contractor's sole expense to (1) procure for City the right to continue using the Services, or (2) replace or modify the Services so that no infringement or other violation of Intellectual Property Rights occurs, if City determines that. (A) such replaced or modified Services will operate in all material respects in conformity with the then-current specifications for the Services, and (B) City's use of the Services is not impaired thereby. Contractor's obligations under this Agreement will continue uninterrupted with respect to the replaced or modified Services as if they were the original Services
- (c) For the purposes of the indemnification obligations set forth herein, the term "Contractor" includes, without limitation, Contractor, its officers, directors, employees, representatives, agents, servants, sub consultants, and subcontractors
- (d) Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any Action which potentially falls within this indemnification provision, which obligation shall arise at the time an Action is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any Action arising from the sole negligence, active negligence or willful misconduct of an Indemnitee
- (e) City shall give Contractor prompt written notice of any Action and shall fully cooperate with Contractor in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests

Notwithstanding the foregoing, City shall have the right, if Contractor fails or refuses to defend City with Counsel acceptable to City, to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold payments due Contractor in the amount of reasonable defense costs actually incurred. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.

- (f) All of Contractor's indemnification obligations hereunder are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- (g) Contractor's indemnification obligations hereunder shall not be limited by the City's insurance requirements contained in Schedule B hereof, or by any other provision of this Agreement.

16. Termination

- (a) Termination for Breach. If Contractor breaches any material obligation under this Agreement and fails to cure the breach within 30 days of receipt of written notice from City of said breach, City may terminate the Agreement and, at its option (i) require that Contractor repay City all monies City has paid Contractor under this Agreement or (ii) retain the portion of Contractor's deliverables that the City has accepted and paid the Contractor for and complete performance of the Agreement with another vendor. In the event City elects to complete performance of the Agreement with another vendor, Contractor shall remain liable for any increase in costs to City of completing the Agreement in excess of the price City would have paid Contractor for completing the Agreement.
- (b) Contractor may terminate this Agreement if City breaches a material provision of the Agreement and does not cure the breach within 30 days of written notice from Contractor of said breach. In such event, Contractor will be entitled to payment for deliverables which City has accepted in accordance with the testing and acceptance provisions of this Agreement.
- (c) Bankruptcy. Either party may immediately terminate this Agreement if (i) the other party files a petition for bankruptcy or has filed against it an involuntary petition for bankruptcy which is not dismissed within 60 days of its filing, (ii) a court has appointed a receiver, trustee, liquidator or custodian of it or of all or a substantial part of the other party's property, (iii) the other party becomes unable, or admits in writing its inability, to pay its debts generally as they

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

mature, or (iv) the other party makes a general assignment for the benefit of its or any of its creditors

- (d) Termination for Convenience by City City may terminate this Agreement for any reason at any time upon not less than ninety (90) days' prior written notice to Contractor. After the date of such termination notice, Contractor shall not perform any further services or incur any further costs claimed to be reimbursable under this Agreement, any Purchase Order, Change Order, or Change Notice without the express prior written approval of City. As of the date of termination, City shall pay to Contractor all undisputed amounts then due and payable under this Agreement.
- (e) Transition Services after termination In connection with the expiration or other termination of this Agreement or the expiration of this Agreement, Contractor may provide transition services as requested by City. Such transition services shall be subject to the pricing provided in this Agreement or any amendment thereto.

17. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. Upon City's approval, Contractor may expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other undisputed charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

18. Commencement, Completion and Close-out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

19. **Bankruptcy.**

All rights granted to City pursuant to this Agreement are, and shall be deemed to be, for purposes of Section 265(n) of the U S Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the U.S Bankruptcy Code. In a bankruptcy or insolvency proceeding involving Contractor, the parties agree that City, as licensee of such rights, shall retain and fully exercise all of its rights and elections under the U S Bankruptcy Code, and the provisions thereof shall apply notwithstanding conflict of law principles. The parties further agree that, in the event of the commencement of a bankruptcy or insolvency proceeding by or against Contractor under the U.S. Bankruptcy Code, City shall be entitled to a complete duplicate of any such intellectual property and all embodiments of such intellectual property, to which City would otherwise be entitled under this Agreement, and the same, if not already in City's possession, shall be promptly delivered to City (a) upon any such commencement of a bankruptcy proceeding upon written request therefore by City, unless Contractor elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under (a) above, upon rejection of this Agreement by or on behalf of Contractor upon written request therefore by City. If, in a bankruptcy or insolvency proceeding involving Contractor, the provisions of the U.S Bankruptcy Code referenced above are determined not to apply, City shall nevertheless be entitled to no less than the protection offered by the provisions of the U.S Bankruptcy Code with respect to its entitlement to and rights to the use and possession of all intellectual property to which City has been granted rights under this Agreement notwithstanding the bankruptcy or insolvency of Contractor.

20. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer. In the event that Contractor assigns this Agreement in compliance with this provision, this Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

21. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

22. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

23. Conflict of Interest

(a) Contractor

The following protections against conflict of interest will be upheld:

- (1) Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

- (2) Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter
- (3) Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor
- (4) Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq, pertaining to conflicts of interest in public contracting Contractor shall exercise due diligence to ensure that no such official will receive such an interest
- (5) Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than \$500 in the previous 12 months, or value of the gift totaled more than \$350 the previous year Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq)

- (6) Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "City officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- (7) Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

(b) No Warver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

(c) Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation

24 Validity of Contracts

The Oakland City Council must approve all Agreements greater than \$15,000. This Agreement shall not be binding or of any force or effect until signed by the City Manager or his or her designee and approved as to form and legality by the City Attorney or his or her designee.

25. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to its conflicts of laws principles. Any action or proceeding to enforce the terms of this Agreement shall be brought in the courts of Alameda County, Oakland, California and each party agrees to waive any objections to personal jurisdiction and venue in the courts of Alameda County, Oakland, California.

26. Headings

Headings and captions used to introduce Sections and paragraphs of this Agreement are for convenience, only, and have no legal significance

27. Construction

- (a) Except as provided in Section 15-(b) above, acceptance or acquiescence in a prior course of dealing or a course of performance rendered under this Agreement or under any Change Order, or Change Notice, shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.
- (b) The language in all parts of this Agreement and any Purchase Order, Change Order, or Change Notice, shall in all cases be construed in whole, according to its fair meaning, and not strictly for or against, either Contractor, City regardless of the drafter of such part

28. Waiver

No covenant, term, or condition of this Agreement may be waived except by written consent of the party against whom the waiver is claimed and the waiver of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

29. Independent Contractor

(a) Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor acknowledges and agrees that all of Contractor's employees and subcontractors are under the sole direction and control of Contractor and City shall have no authority over or responsibility for such employees and subcontractors of Contractor. Contractor has and shall retain the right to exercise sole direction and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **EXHIBIT 2**

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

(b) Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Contractor shall complete and submit to City, Schedule M-Independent Contractor Questionnaire, prior to the execution of this Agreement.

(c) Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

(d) Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

(e) Tools, Materials and Equipment

Contractor will supply all tools, except those tools, materials, equipment specified herein, if any, required to perform the services under this Agreement.

(f) Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

(g) Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

30. Attorneys' Fees

If either party commences an action or proceeding to determine or enforce its rights hereunder, the prevailing party shall be entitled to recover from the losing party all expenses reasonably incurred, including court costs, reasonable attorneys' fees and costs of suit as determined by the court.

31. Counterparts

This Agreement may be executed in any number of identical counterparts, any set of which signed by both parties shall be deemed to constitute a complete, executed original for all purposes

32. Remedies Cumulative

The rights and remedies of City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, including the California Uniform Commercial Code

33. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

34. Access

Access to City's premises by Contractor shall be subject to the reasonable security and operational requirements of City To the extent that Contractor's obligations under this Agreement or any Purchase Order, Change Order, or Change Notice, require the performance of Services or Work by Contractor on City's property or property under City's control, Contractor agrees

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

- (i) to accept full responsibility for performing all Services or work in a safe manner so as not to jeopardize the safety of City's personnel, property, or members of the general public, and
- (ii) to comply with and enforce all of City's regulations, policies, and procedures including, without limitation, those with respect to security, access, safety and fire protection, City's policy against sexual harassment, and all applicable state and municipal safety regulations, building codes or ordinances

35. Entire Agreement of the Parties

This Agreement supersedes any and all Agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and Agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other Agreement, statement or promise not contained in this Agreement will be valid or binding.

36. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

37. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)

cc:

(name)
Deputy City Attorney
1 Frank Ogawa Plaza, 6th Fl.
Oakland, CA 94612

(Contractor)

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective

38. Right to Offset

All claims for money or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of this Agreement or any Purchase Order, Change Order, or Change Notice or any other transaction with Contractor. To the extent that there are amounts due to the City and to a state or federal funding agency, and the amount of the offset is insufficient to pay such amount in full, the amount of the offset shall be prorated between the City and such state or federal funding agency in proportion to the amounts due them

39. Survival

Sections [FINAL SECTIONS YET TO BE DETERMINED BUT PROBABLY WILL BE 7, 10, 11, 12, 15, 16, 18, 21, 23, 25, 27 32 and 35] of this Agreement, along with any other provisions which by their terms survive, shall survive the expiration or termination of this Agreement

40. Authority

Each individual executing this Agreement or any Purchase Order, Change Order or Change Notice, hereby represents and warrants that he or she has the full power and authority to execute this Agreement or such Purchase Order, Change Order or Change Notice, on behalf of the named party such individual purports to bind

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

SO AGREED.

City of Oakland,
A municipal corporation

Contractor

(City Administrator's Office)

(Date)

(Signature)

(Date)

(Department Head Signature)

(Date)

Business Tax Certificate No.

Approved as to form and legality

Resolution Number

(City Attorney's Office Signature)

(Date)

Exhibit 1—Software License Agreement

Exhibit 2--- Statement of Work

Exhibit 3— Maintenance and Support Agreement

Exhibit 4--- Contract Compliance Provisions

1. **Business Tax Certificate**

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

2. **Inspection of Books and Records/Right to Audit**

- (a) During the term of this Agreement, and for a period of four (4) years after the termination of this Agreement, or two (2) years after the closure of any disputed matter, whichever occurs later, (the "Audit Period"), Contractor shall maintain financial and operational records related to this Agreement or to any other Agreement with City. Contractor shall make all books and records open to inspection by the governing agency, City Auditor or their individually assigned designee during normal business hours at a location within a twenty-five (25) mile radius of the City of Oakland for the period of this contract and for a period of four years after the close of each contract year.
- (b) During the Audit Period, Contractor hereby grants to City or its designee(s), upon one (1) days prior notice to Contractor, access to and the right to make copies of any of Contractor's books, statements, documents, papers or records ("Financial Information") which arise from or relate to the terms and conditions of this Agreement and the performance of any services pursuant to this Agreement, or any other Agreement between the parties, in order to permit City to conduct audits, examinations, excerpts and transition audits (collectively hereafter referred to as "Audit or Audits"). Contractor authorizes the City Auditor or his designee to obtain such information directly from these sources. City's right to Audit and to make copies shall apply whether such Financial Information is located at Contractor's offices or at Contractor's banks, financial institutions or lenders, or at the offices of Contractor's financial consultants, accountants or bookkeepers. For the purposes of such Audit, Contractor waives its right to the confidentiality of all Financial Information and Contractor authorizes the City or its designee(s) to access, obtain and make copies of Financial Information directly from Contractor's banks, financial institutions or lenders, or from Contractor's financial consultants, accountants or bookkeepers.
- (c) Such Audits may be performed by City through its employees or by its designees including, without limitation, a third party auditor retained by City. City's right to Audit under this Section 21 is independent, separate and distinct from any right to audit such books and records reserved by law or contract, or as a condition of funding, by the county, state or federal government.
- (d) If any Audit of Contractor's invoices or other records reveals any variance from any invoice to City, or of any amount of funds provided to Contractor by City which is in excess of the amount actually due to Contractor by City, then

Contractor shall immediately refund any excess payment or funds received from City. In addition, if any Audit reveals any variance from any invoice or funds received from City in excess of one-half percent (5%) of the amount shown on such invoice or the amount of funds actually due to or granted to Contractor by City, Contractor shall immediately reimburse City for all costs and expenses incurred in conducting such Audit. Failure to pay such variance and the cost of the Audit as required herein shall constitute and be deemed a material breach of the Agreement by Contractor and will subject Contractor to termination of the Agreement by City and to a breach of contract claim for damages by City.

3. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- (a) Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- (c) If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining Agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Americans With Disabilities

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its contractors comply with their ADA obligations and verify such compliance by signing the Declaration of Compliance incorporated herein as **Schedule C-1**.

5. **Local and Small Local Business Enterprise Program (L/SLBE)**

- a. *Requirement* - There is a fifty percent (50%) minimum participation requirement for all professional services contracts \$50,000 or more. Contractors shall comply with the fifty percent (50%) local business participation requirement at a rate of twenty-five percent (25%) local and 25% small local business participation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant (s) or a small local certified firm may meet the twenty percent requirement. A business must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent requirement.
- b. *Good Faith Effort* - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- a. *Preference Points* - Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- b. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- c. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- d. *Additional Preference Points* For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts.
- e. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- f. *The Exit Report and Affidavit (ERA)* - This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a copy of the final progress payment application.

- g. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- h. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.
- i. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- j. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- k. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

6. Other Applicable Ordinances:

(a) Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a

prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord 12050 § 1, 1998) The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement

- (1) Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$11.70 with health benefits or \$13.45 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. (Effective July 1st of each year, Contractor shall pay adjusted wage rates)
- (2) Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.75 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- (3) Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- (4) Federal Earned Income Credit (EIC) – Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- (5) Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

- (6) Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- (7) Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- (8) Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

(b) Equal Benefits Ordinance

- (1) This Agreement is subject to the Equal Benefits Ordinance of Chapter 2 232 010 of the Oakland Municipal Code and its implementing regulations.
- (2) Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the City, and Entities which enter into a "property contract" pursuant to Section 2 32 020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the City or (2) of real property owned by others for the City's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.
- (3) The Ordinance shall only apply to those portions of a contractor's operations that occur (A) within the City, (B) on real property outside

the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City, and (C) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

- (4) The equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1 – Equal Benefits-Declaration of Nondiscrimination.**

(c) Nuclear Free Zone

Contractor represents, pursuant to **Schedule P** ("Nuclear Free Zone Disclosure Form") that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this Agreement, Contractor shall complete **Schedule P**, attached hereto.

7. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

8. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached hereto and incorporated herein by reference.

9. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

10. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement

11 **Prompt Payment Ordinance**

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2 06 (Ordinance 12857 C.M.S., passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release, and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance with the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract

Prompt Payment invoice and claim forms are available at the following City of Oakland website

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedule/s/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com

11 **Arizona and Arizona-Based Businesses**

Contractor agrees that in accordance with Resolution No 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070

Contractor acknowledges its duty to notify the Purchasing Department if its Business Entity or any of its subsidiaries, affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

12 **Dispute Disclosure**

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

END OF SAMPLE PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT B

Schedule Q

INSURANCE REQUIREMENTS

(Revised 08/01/11)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include

1. **Commercial General Liability insurance**, shall cover bodily injury, property damage and personal injury liability arising from premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
 - A. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents and employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents and employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement).
 - B. Limits of liability. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
11. **Automobile Liability Insurance**. Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
111. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. The Contractor

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- IV **Professional Liability/Errors and Omissions insurance** appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

b Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions

- I Insured Status (Additional Insured): Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees and volunteers as insured's in the Comprehensive Commercial General Liability policy. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT, and
- II Cancellation Notice: 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment,
- III The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.
- IV. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement, and

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

- v Insurer shall carry insurance from admitted companies with a Best Rating of A VII or better

c Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement

d Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement

e Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award

f Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements

g Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

h Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

1 Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not-less than ninety (90) days prior written notice

J Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

END OF SCHEDULE Q – INSURANCE REQUIREMENT

ATTACHMENT C

Schedule E - Project Consultant Team

Schedule O - Campaign Contribution Limits

DUNS NUMBER REPORTING FORM



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative Ahsan Baig Phone (510) 238-3010 Project Spec No 20710-1

Department Information Technology Contract/Proposal Name Professional Services to Design/Build/Maintain City of Oakland/Port of Oakland Domain Awareness Center

This is an Original Revised form (check one) If Original, complete all that applies If Revised, complete Contractor name and any changed data

Contractor Name _____ Phone _____

Street Address _____ City _____ State _____ Zip _____

Type of Submission (check one) ☐ Bid ☐ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any) A majority owner is a person or entity who owns more than 50% of the contracting firm or entity

Individual or Business Name _____ Phone _____

Street Address _____ City _____ State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3 12, including section 3 12 140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3 12 080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Signature _____

Date _____

Print Name of Signer _____

Position _____

To be Completed by City of Oakland after completion of the form

Date Received by City _____

By _____

Date Entered on Contractor Database _____

By _____



DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

**PROFESSIONAL SERVICES TO DESIGN/BUILD/MAINTAIN CITY OF
OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER**

Funded under the American Recovery and Reinvestment Act of 2009 (ARRA)

- Complete and submit this form with your Bid or Proposal
- Your failure to submit your D-U-N-S Number may result in your submission being deemed non-responsive See Project Documents for further details

CONTRACTOR NAME: _____

BUSINESS ADDRESS (D-U-N-S Number Location):

Street: _____

City: _____

State _____

ZIP Code _____

D-U-N-S Number: _____

Contact Name _____

Telephone Number _____

DUNS Number Reporting Form

ATTACHMENT D

DOCUMENT CONTROL AFFIDAVIT
(REQUEST FOR PROPOSALS)

The undersigned ("Proposer") hereby certifies and agrees as follows

- 1 The Proposer understands that certain documents distributed during the Request for Proposals selection process relate to the preservation of public safety and security. Said documents are identified by the inclusion of the following note:

"WARNING THIS DOCUMENT CONTAINS SSI THAT IS CONTROLLED UNDER THE PROVISIONS OF 49 CFR PART 1520. NO PART OF THIS DOCUMENT MAY BE RELEASED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE UNDER SECRETARY OF TRANSPORTATION FOR SECURITY, WASHINGTON, D C 20590, AND THE EXPRESSED WRITTEN CONSENT OF THE PORT OF OAKLAND, OAKLAND, CALIFORNIA 94607. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION."

The Proposer hereby accepts said documents (hereafter referred to as "Restricted Documents") subject to the limitations stated in this Document Control Affidavit.

- 2 The Proposer is the Chairman, President or Vice President of the prime consultant that intends to submit a proposal. The Proposer accepts the Restricted Documents solely for the purpose of submitting a proposal, or determining in good faith whether to submit a proposal, to receive a contract to furnish the Work. The Proposer is not acting as an agent for any other person or principal.
- 3 The Proposer understands and agrees that by receiving the Restricted Documents it will become a "covered person" under 49 CFR Pt. 15 or 49 CFR Pt. 1520, and subject to the handling and disclosure limitations therein. Unauthorized disclosure may subject Proposer to civil penalty or other enforcement or corrective measure.
- 4 If the Proposer elects not to submit a proposal for the Contract, the Proposer will promptly return to the Port all Restricted Documents.
- 5 If the Proposer submits an unsuccessful proposal for the Contract, then upon award of a contract or contracts to any party, the Proposer will promptly return to the Port all Restricted Documents.
- 6 If the Proposer submits a successful proposal for the Contract, then upon Final Acceptance of the Work, Proposer will promptly return to the Port all Restricted Documents.
- 7 The Proposer understands and agrees that in the course of performing the work, it is authorized to disclose Restricted Documents to sub-consultants to

REQUEST FOR PROPOSAL (RFP)
CITY OF OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER

the limited extent reasonably necessary to perform the work. However, in any communications with sub-consultants, Consultant will disclose Restricted Documents subject to the same restrictions stated herein, and will obtain commercially reasonable assurances that the information contained in any Restricted Documents will be treated as security sensitive information in compliance with 49 CFR Pt 15 or 49 CFR Pt 1520

- 8 The Proposer understands and agrees that in the event that it is chosen to receive a contract for the work, it shall be responsible, in the course of performing the work, for compliance with 49 CFR Pt 15 or 49 CFR Pt 1520 and any other pertinent security guidelines as promulgated by Federal, State and local jurisdictions
- 9 The Proposer understands and agrees that retention and Final Payment for the work of this contract will not be made until the Restricted Documents have been returned to the Port in their original shape and quantity

I hereby swear under penalty of perjury under the laws of the State of California, that the foregoing is true and correct

Date

Signature of Chairman, President, or Vice President

Print name of Chairman, President, or Vice President

Company Name

Business address

City/State/Zip Code

Phone Number

Fax Number

ATTACHMENT E - AUTHORIZATION LETTER
FOR
RECEIPT OF RESTRICTED DOCUMENTS

By this letter, the bearer _____ is authorized to receive
(Print Name)
the Restricted Documents pertaining to the work referenced in the accompanying Document
Control Affidavit in place of and on behalf of the undersigned Chairman/President/Vice President
of the entity entered below and on the accompanying Document Control Affidavit. The
undersigned hereby certifies that the bearer of this letter is an employee of the entity entered
below.

(Employees of express couriers and messenger services are not "employees")

A government issued picture identification must be presented by the bearer

Date

Signature of Chairman, President, or Vice President

Print name of Chairman, President, or Vice President

Company Name

Business address

City/State/Zip Code

Phone Number

Fax Number

TYPE III

11/12

Pres-Propose

11.00

CITY OF OAKLAND

CONTRACTS & COMPLIANCE SIGN IN SHEET

Meeting - Domain Awareness

①

[illegible]

CONTRACTS & COMPLIANCE SIGN IN SHEET

TYPE 11/7/12 Pre-Proposal Meeting - Domain Awareness 11:00 TIME

12:00

[illegible]

TYPE PR
11/7/12

11/7/12

CONTRACTS & COMPLIANCE SIGN IN SHEET

CONTRACTS & COMPLIANCE SIGN IN SHEET

Pre-Proposal Meeting - Domain Awareness

071

[illegible]

CITY OF OAKLAND

CONTRACTS & COMPLIANCE SIGN IN SHEET

IG TYPE

TYPE 11/7/12 Pre-Proposal Meeting - Domain Awareness 11:00 TIME

EMAIL

[illegible]

11/2 Pre-Proposal Meeting - Domain Awareness

071

CITY OF OAKLAND

CONTRACTS & COMPLIANCE SIGN IN SHEET

[illegible]

TYPE III

TIME

11:00

CITY OF OAKLAND

CONTRACTS & COMPLIANCE SIGN IN SHEET

CONTRACTS & COMPLIANCE SECTION SHEET

PRE-Proposal Meeting - Donor to Approves

[illegible]

11/7/12

11:00

Pre-Proposal

Meeting

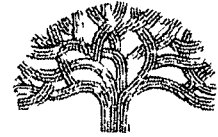
CONTRACTS & COMPLIANCE SIGN IN SHEET

CITY OF OAKLAND

Answers

[illegible]

CITY OF OAKLAND



LIONEL J. WILSON BUILDING • 150 FRANK H. OGAWA PLAZA SUITE 7216 • OAKLAND, CA 94612

Department of Information Technology

510.238.2274
FAX 510.238.2201
1100 510.238.2254

ATTENTION ALL BIDDERS

Addendum No 1 to the
Contract Documents for
Request for Proposal
for the

City of Oakland/Port of Oakland Joint Domain Awareness Center

Date November 9, 2012

From Department of Information Technology and the Contracts and Compliance Division

To Prospective Bidders

- 1 This Addendum No 1 forms a part of the Contract Documents and modifies the original Request for Proposal Documents
- 2 Acknowledge receipt of Addendum No 1 in the space below and attach this signed document to the Proposal
- 3 A pre-proposal meeting was held on Wednesday, November 7, 2012
- 4 The Submittal date has changed to Dec 10, 2012 before 2 00 pm
- 5 Please find the additional information related to the revised dates and site facility tour

1) RFP Schedule Revision

Current RFP Schedule

City Issues RFP Sunday, October 14 2012

Mandatory Pre-Proposal Date and Time Wednesday November 7, 2012, 11 00 AM

Deadline for Questions Tuesday, November 13, 2012, Noon

City Response to Proposer's Questions Friday, November 16, 2012

Proposal Due Date and Time Tuesday, November 27, 2012 at 2 00 PM

Short List of Qualified Proposee s Tuesday, December 4 5.00 PM

Proposer Interviews (at discretion of City) Monday, December 10, 2012

City Selection Friday, December 14

Revised RFP Schedule

City Issues RFP Sunday, October 14 2012

Mandatory Pre-Proposal Date and Time Wednesday November 7 2012 11 00 AM

Optional DAC Facility Tour Friday November 16, 10 00 AM PST

Deadline for Questions Monday November 26 2012 4 00 PM

City Response to Proposer s Questions Friday, November 30 2012

Proposal Due Date and Time Monday December 10 2012 2 00 PM

Short List of Qualified Proposer s Friday, December 14 5 00 PM

Proposer Interviews (at discretion of City) Tuesday December 18, 2012

City Selection Friday December 21 2012

2) Optional DAC Facility Tour – Friday, November 16, 10.00 AM – Only one (1) representative per company that attended the Mandatory Pre-Proposal Meeting will be admitted for the DAC Facility Tour Attendees are required to be at 1605 Martin Luther King Jr Way, Oakland, CA at 10 00 AM

3) Cost Proposal Form – The following cost proposal format shall be used for cost proposal submission

City of Oakland/Port of Oakland Joint Domain Awareness Center - Cost Proposal Form

Part A - Design/Build/Maintain Technology Linkage System

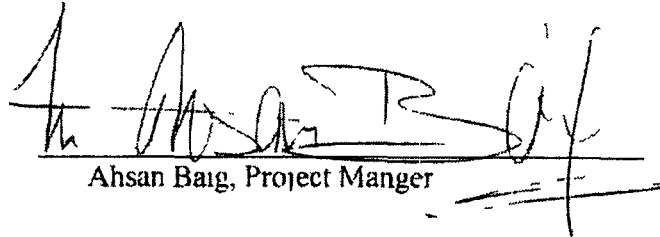
<i>Item</i>	<i>Description</i>	<i>Total (Lump Sum)</i>
1	Professional Services	
2	Hardware (servers, storage, network, audio/visual system, etc)	
3	Software	
4	Training	
5	Support and Maintenance	
	Year 1	
	Year 2	

Part B – Design/Build Existing Building Improvements

1	Professional Services	
2	Construction (Labor, Tools, Appliances, Equipment, Transportation, and Services)	
3	Furniture	

6 For questions regarding the following topics below

- 1 Supplier questions, please send an email to supplier@oaklandnet.com
- 2 Requesting to receive an invitation to participate in a project please send an email to DCPCA@oaklandnet.com
- 3 Project related questions contact the Project Manager Ahsan Baig at 510-238-3010
- 4 Contract compliance questions contact Vivian Inman at 510-238-6261
- 5 Contract administration questions (e.g., planholders list attachments, etc.) please call 510-238-3190, fax your request to 510-238-6267 or log on to the following website <http://www2.oaklandnet.com/Government/o/CP/s/PlanholdersList/index.htm>



Ahsan Baig, Project Manager

ADDENDUM NO 1 ACKNOWLEDGED

Signature of Bidder

Date

CITY OF OAKLAND



LIONEL J. WILSON BUILDING • 150 FRANKLIN BOGWA PLAZA • SUITE 7216 • OAKLAND, CA 94612

Department of Information Technology

510 238 2274
FAX 510 238 2281
TDD 510 238 3254

ATTENTION ALL BIDDERS

Addendum No 2 to the
Contract Documents for
Request for Proposal
for the

City of Oakland/Port of Oakland Joint Domain Awareness Center

Date. November 30, 2012

From Department of Information Technology and the Contracts and Compliance Division

To Prospective Bidders

- 1 This Addendum No 2 forms a part of the Contract Documents and modifies the original Request for Proposal Documents
- 2 Acknowledge receipt of Addendum No 2 in the space below and attach this signed document to the Proposal

A) Request for Proposal (RFP) for City of Oakland/Port of Oakland Joint Domain Awareness Center, Page 21. REVISE the first sentence of Section III-A-24-Correction Period, to read as follows: "If within two (2) years after date of Final Acceptance or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special warranty or guarantee required by the Contract Documents or supplied with regard to the Work or required by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly without cost to the City and in accordance with City's written instructions, (i) correct such defective Work or, if it has been rejected by the City, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the Work of others resulting therefrom "

B) Request for Proposal (RFP) for City of Oakland/Port of Oakland Joint Domain Awareness Center, Page 27: REVISE Section III-F-3-b, to read as follows:

Request for Proposal Submittal 25 Points

- Total points from the initial review of proposals will be allocated proportionally based on a maximum allowance of 25 points

C) Per Project Specifications for the 90% Bridging Documents for Design/Build Construction for the Domain Awareness Center – Section 27 41 00 Audio-Visual Communications – Part 2 Systems and Equipment – 2.01 A 1 d *Program Audio* Revise the sentence to read as follows.

“Audio will be able to be monitored at existing user headset stations where sources can be self-selected or as a master feed through an existing two channel speaker system within the situation room and selected at the touch panel.”

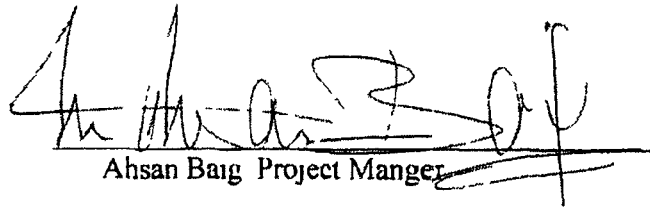
D) Per Project Specifications for the 90% Bridging Documents for Design/Build Construction for the Domain Awareness Center – Section 27 41 00 Audio-Visual Communications – Part 2 Systems and Equipment – 2.01 A 1, add: *“h – Office of Emergency Services 203 The two existing, wall mounted LCD displays shall be connected to the media switcher feeding the video-wall and will be able to view the same sources Source selection will be made at the main touch panel in the Situation Room ”*

E) Per “Restricted Documents” – Project Specifications for the 90% Bridging Documents for Design/Build Construction for the Domain Awareness Center, the following sections are issued as an attachment to this Addendum:

- Division 2 – Existing Building Conditions 02 41 20 Selective Building Demolition
- Division 5 – Metals 05 40 00 Cold-Formed Framing
- Division 6 – Wood, Plastics, and Composites 06 10 50 Misc Rough Carpentry
- Division 7 – Thermal and Moisture Protection 07 90 00 Joint Sealants
- Division 8 – Openings 08 11 15 Pressed Steel Frames
- Division 8 – Openings 08 14 00 Wood Doors
- Division 8 – Openings 08 70 00 Hardware
- Division 8 – Openings 08 80 00 Glazing
- Division 9 – Finishes 09 21 00 Gypsum Board Assemblies
- Division 9 – Finishes 09 65 10 Resilient Base
- Division 9 – Finishes 09 65 20 Resilient Tile Flooring
- Division 9 – Finishes 09 68 00 Carpeting
- Division 9 – Finishes 09 90 00 Painting and Coating
- Division 10 – Specialties 10 11 00 Visual Display Boards

3 For questions regarding the following topics below

- 1 Supplier questions please send an email to supplier@oaklandnet.com
- 2 Requesting to receive an invitation to participate in a project, please send an email to DCPCA@oaklandnet.com
- 3 Project related questions contact the Project Manager Ahsan Baig at 510-238-3010
- 4 Contract compliance questions contact Vivian Inman at 510-238-6261
- 5 Contract administration questions (e.g., plan holders list attachments etc) please call 510-238-3190 fax your request to 510-238-6267 or log on to the following website <http://www2.oaklandnet.com/Government/o/CP/s/PlanHoldersList/index.htm>



Ahsan Baig Project Manager

ADDENDUM NO 2 ACKNOWLEDGED

Signature of Bidder

Date

SECTION 02 41 20
SELECTIVE BUILDING DEMOLITION

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Selectively remove materials, systems, components, fixtures and equipment as designated and as required for completion of Project as indicated
 - 1 Cap and identify active utilities
- B Related Sections
 - 1 Section 01 73 00 Cutting and patching

1 2 ADMINISTRATIVE REQUIREMENTS

- A Coordination
 - 1 Do not interfere with use of adjacent building spaces not in Project, maintain free and safe passage to and from
 - 2 Prevent movement of structural components, provide and place bracing and be responsible for safety and support of structural components Assume liability for movement, settlement, damage or injury
 - 3 Cease operations and notify City of Oakland immediately if safety of structural components appears to be endangered, take precautions to properly support structures Do not resume operations until safety is restored

PART 2 - PRODUCTS

2 1 MATERIALS

- A Debris Maintain possession of materials being demolished except where noted as a material for reinstallation or a material to be retained by City of Oakland Immediately remove debris from site
 - 1 Immediately remove from site wet materials and materials with water stains, with mold, and with mildew
- B Materials for Reinstallation Carefully remove, store and protect materials indicated to be reinstalled
 - 1 Refer to Drawings for materials to be salvaged and relocated in Project
 - 2 Contact City of Oakland prior to beginning demolition to determine extent of other materials that might be suitable for reinstallation
 - 3 Relocate salvaged materials to locations indicated, install as required to match original installation for commercial construction
- C City of Oakland Retained Materials Contact City of Oakland prior to beginning demolition to determine extent of materials to be retained Carefully remove materials indicated to be retained by City of Oakland, deliver and store where directed

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PART 3 - EXECUTION

3 1 EXISTING SERVICES

- A Disconnect or remove utility services as required for completion of Project, disconnect, stub off, and cap utility service lines not required for new construction
 - 1 Do not remove utilities discovered during demolition but not indicated without first determining purpose for utility, coordinate with Architect and Engineers
- B Do not disrupt services to adjacent building areas not in Project
- C Place markers to indicate location of disconnected services, identify service lines and capping locations on Project Record Documents

3 2 DEMOLITION

- A Demolish indicated appurtenances as indicated and as required for Project completion in an orderly and careful manner
 - 1 Use methods that do not damage materials indicated to remain
- B Perform demolition in accordance with authorities having jurisdiction
- C Remove demolished materials from site, unless otherwise directed
 - 1 Remove from site, contaminated, vermin infested, and dangerous materials encountered and dispose of by safe means so as not to endanger health of workers or public
- D Remove tools and equipment upon completion of work, leave area in condition acceptable to City of Oakland and Architect

3 3 REPAIR

- A Repair damage to adjacent construction caused as result of this work
- B Repair demolition beyond that required

END OF SECTION

SECTION 05 40 00
COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A Section Includes Requirements for non-load bearing metal framing with anchorage and bracing, and with accessories as required for complete installation

1.2 REFERENCES

- A American Iron and Steel Institute (AISI) Specifications for Design of Cold-Formed Steel Structural Members
- B National Association of Architectural Metal Manufacturers (NAAMM) Standard ML/SFA 540, Lightweight Steel Framing Systems Manual
- C American Welding Society (AWS) D1.3 Structural Welding Code - Sheet Steel

1.3 QUALITY ASSURANCE

- A Welder Qualifications Use qualified welders and comply with AWS D1.3

PART 2 - PRODUCTS

2.1 SYSTEM MANUFACTURERS

- A Dietrich Industries Inc
- B Unimast, Inc
- C Alabama Metal Industries Corp

2.2 MATERIALS

- A System Description Non-load bearing 16 gage metal framing with anchorage and bracing, and with accessories as required for complete installation
- B Regulatory Requirements
 - 1 Seismic Requirements Comply with code requirements for seismic bracing
- C Framing Members Sheet steel conforming to ASTM A1003, A1011, or ASTM A653, formed into "C" shaped sections, with knurled sides and faces
 - 1 Minimum 50,000 psi structural quality steel sheet
- D Track Formed steel, channel shaped, same width as studs, for tight fit
- E Bracing Formed galvanized sheet steel, channel shaped
- F Plates, Gussers, Clips Galvanized steel, of formed or sheet material as required for particular use

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G Fastenings

- 1 Self-Drilling Self-Tapping Screws, Bolts, Nuts and Washers Hot dip galvanized, ASTM A90
- 2 Anchorage Devices Powder driven or drilled expansion bolts, or screws with sleeves
- 3 Welding AWS D1 3, Structural Welding Code - Sheet Steel

H Finish Rust resistant primer

- 1 Accessones Match framing finish

2 3 FABRICATION

A Fabricate assemblies and framed sections of sizes and profiles indicated, with joints fitted and secured, reinforced, and braced to meet design requirements

- 1 Comply with fabrication and connection recommendations of NAAMM ML/SFA 540, "Lightweight Steel Framing Systems Manual "

B Fit and assemble in largest practical sections for delivery and installation

C Wire tying of framing components is not acceptable

D Fabrication Tolerances Fabricate panels to maximum allowable tolerance variation from plumb, level, and true to line of 1/8" in 10'-0"

PART 3 - EXECUTION

3 1 INSTALLATION

A Install metal framing systems in accordance with manufacturer's printed instructions

- 1 Comply with connection and erection recommendations of NAAMM ML/SFA 540, "Lightweight Steel Framing Systems Manual "

B Align top and bottom tracks, locating to wall layout, secure in place with screws or welding at maximum 16" on center

C Place studs not more than 2" from abutting walls and at each side of openings, connect studs to tracks using clips, ties, screws or welding, in accordance with manufacturer's instructions

D Construct corners using minimum three studs, double studs at openings

E Install intermediate studs above and below openings to match wall spacing

F Install cross stud channels for attachment of items anchored to walls

G Install framing between studs for attachment of mechanical and electrical items

H Erect studs, brace, and reinforce to develop full strength

I Make provisions for erection stresses, provide temporary alignment and bracing

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- J Assure framing provides true and flat surfaces, ready to receive finish, with maximum variance of 1/8" in 10'-0"
 - 1 Panels Maximum step in face and jog in alignment between panels is not to exceed 1/16"
- K Touch-up protective coating damaged during handling and installation
 - 1 Use compatible primer for prime coated surfaces

END OF SECTION

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**SECTION 06 10 50
MISCELLANEOUS ROUGH CARPENTRY**

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for miscellaneous wood blocking and plywood

1 2 QUALITY ASSURANCE

- A Lumber Grades Provide visible grade stamp of an agency certified by FPS
- B Lumber Standard Comply with US Product Standard PS20 for each indicated use, including moisture content and actual sizes related to indicated nominal sizes
- C Plywood Standard Comply with PS1 (ANSI A199 1)
- D Certified Wood Products Wood products to be from forests certified "well-managed" by an agency accredited by Forest Stewardship Council (FSC) including SmartWood Program and Forest Conservation Program

PART 2 - PRODUCTS

2 1 MATERIALS

- A System Requirements Miscellaneous wood blocking and plywood
- B Regulatory Requirements Comply with applicable code requirements for miscellaneous rough carpentry
- C Blocking Provide dimensional lumber graded in accordance with FPS Grading Rules, Construction Grade, Douglas Fir, minimum S-Dry
- D Plywood Provide minimum APA C-D exterior (CDX) plywood, stress rated where spanning between supporting members, fire retardant treated, minimum 3/4" thick unless otherwise indicated
- E Nails, Spikes and Staples Galvanized, size and type to suit application
- F Bolts, Nuts, Washers, Lags, Pins and Screws Medium carbon steel, galvanized, size and type to suit application
- G Fasteners Provide fasteners as required for complete, secure installation of miscellaneous rough carpentry
 - 1 Solid Masonry or Concrete Expansion shield and lag bolt type

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2.2 FABRICATION

- A Wood Preservation Treat lumber and plywood to comply with applicable requirements of American Wood Preservers Association
 - 1 Decay Resistance Treatment Pressure treat following items with water-borne preservatives for above ground use with AWPAC-2
 - a Treat wood members in contact with concrete
 - b Kiln-dry wood to a maximum moisture content of 19% after treatment with water-borne preservative
 - 2 Complete fabrication of treated items prior to treatment, wherever possible, if cut after treatment, coat cut surfaces with heavy brush coat of same chemical used for treatment
 - 3 Inspect each piece after drying and discard damaged and defective pieces

PART 3 - EXECUTION

3.1 PLACEMENT

- A Place miscellaneous rough carpentry true to lines and levels
- B Correlate location so attached work will comply with design requirements and be properly located
- C Construct members of continuous pieces of longest possible lengths
- D Fit carpentry work to other work, scribe and cope as required for accurate fit
- E Securely attach carpentry work to substrates by anchoring and fastening as required by recognized standards
 - 1 Provide washers under bolt heads and nuts in contact with wood
- F Wood Blocking Provide blocking of S4S lumber not less than 1-1/2" wide and of thickness required to provide adequate support or to properly locate attached material
 - 1 Provide attachment to other work, form to shapes shown
 - 2 Countersink bolts and nuts flush with surfaces
 - 3 Remove temporary blocking when no longer needed
- G Plywood Comply with recommendations of American Plywood Association (APA) for fabrication and installation of plywood work

END OF SECTION

SECTION 07 90 00
JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A Section Includes Requirements for joint sealants for interior joints not specified elsewhere with backing rods and accessories as required for complete installation

- 1 Joint sealants include joint sealers and caulking as indicated

- B Related Sections

- 1 Section 08 80 00 Glazing sealants
 - 2 Section 09 21 00 Sealants used for acoustical treatment at gypsum board

1.2 DELIVERY, STORAGE, AND HANDLING

- A Deliver materials to site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, cure time, and mixing instructions

1.3 WARRANTY

- A Extended Correction Period Extend correction period to two years

- 1 Repair or replace joint sealers which fail to perform as intended, because of crumbling, hardening, shrinkage, bleeding, sagging, staining, loss of adhesion, and loss of cohesion

PART 2 - PRODUCTS

2.1 MATERIALS

- A System Description Provide joint sealants with backing rods and accessories
- B Performance Requirements Select materials for compatibility with joint surfaces and indicated exposures
- C Regulatory Requirements Comply with applicable regulatory requirements regarding limitations on volatile organic compound (VOC) emissions limitations
- D Non-Elastomeric Sealants

- 1 Acrylic-Emulsion Sealant ASTM C834 acrylic or latex-rubber-modified acrylic sealant, permanently flexible, non-staining and non-bleeding, recommended for general interior exposure, compatible with paints specified in Section 09 90 00

- a Provide at general interior applications

- b Manufacturers

- 1) Pecora Corp /AC-20
 - 2) BASF/Sonolac
 - 3) Tremco/Tremflex 834
 - 4) Substitutions Refer to Section 01 25 00

E Miscellaneous Materials

- 1 Primers/Sealers Non-staining types recommended by joint sealer manufacturer for joint surfaces to be primed or sealed
- 2 Joint Cleaners Non-corrosive types recommended by joint sealer manufacturer, compatible with joint forming materials
- 3 Bond Breaker Tape Polyethylene tape as recommended by joint sealer manufacturer where bond to substrate or joint filler must be avoided for proper performance of joint sealer
- 4 Sealant Backer Rod Compressible polyethylene foam rod or other flexible, permanent, durable-non-absorptive material as recommended by joint sealer manufacturer for compatibility with joint sealer
 - a Oversize backer rod minimum 30% to 50% of joint opening

PART 3 - EXECUTION

3.1 PREPARATION

- A Prepare joint surfaces in accordance with ASTM C1193 and as recommended by joint sealer manufacturer
- B Clean joint surfaces immediately before installation of joint sealer, remove dirt, insecure materials, moisture and other substances which could interfere with bond of joint sealer
- C Prime or seal joint surfaces where recommended by joint sealer manufacturer, do not allow primer/sealer to spill or migrate onto adjoining surfaces
- D Ensure protective coatings on surfaces in contact with joint sealers have been completely stripped

3.2 INSTALLATION

- A Comply with manufacturer's printed instructions and ASTM C1193, except where more stringent requirements are shown or specified
- B Set sealant backer rods at proper depth or position in joint to coordinate with other work, including installation of bond breakers and sealant, do not leave voids or gaps between ends of backer rods
 - 1 Do not stretch, twist, puncture or tear backer rods
- C Install bond breaker tape as required to avoid three-sided bond of sealant to substrate and where required by manufacturer's recommendations to ensure joint sealers will perform properly
- D Size materials to achieve required width/depth ratios
- E Employ installation techniques that will ensure joint sealers are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of bond surfaces equally on opposite sides

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- F Joint Configuration Fill sealant joint to a slightly concave surface, slightly below adjoining surfaces, unless otherwise indicated
- G Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so that joint will not trap moisture or dirt
- H Install joint sealers to depths recommended by joint sealer manufacturer but within the following general limitations, measured at center (thin) section of bead
 - 1 Non-Elastomeric Joints 75% to 125% of joint width
- I Spillage Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces
 - 1 Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage
- J Cure joint sealers in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability
- K Maintain finished joints free of embedded matter, ridges and sags

END OF SECTION

SECTION 08 11 15
PRESSED STEEL FRAMES

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for pressed steel frames, including anchors and silencers
 - 1 Pressed steel frames include both door and window framing
- B Related Sections
 - 1 Section 08 14 00 Wood doors
 - 2 Section 08 70 00 Hardware for doors
 - 3 Section 08 80 00 Glazing

1 2 REFERENCES

- A Steel Door Institute (SDI) SDI-100 (ANSI/SDI A250.8) - Recommended Specifications - Standard Steel Doors and Frames
- B National Association of Architectural Metal Manufacturers (NAAMM) Hollow Metal Manual

1 3 ADMINISTRATIVE REQUIREMENTS

- A Coordination
 - 1 Coordinate hardware installation with Section 08 70 00 - Hardware
 - 2 Coordinate glass installation with Section 08 80 00 - Glazing

1 4 SUBMITTALS

- A Product Data Submit manufacturers' literature
- B Shop Drawings Indicate general construction, configuration, jointing methods, reinforcements, anchorage methods, hardware locations, and locations of cut-outs

PART 2 - PRODUCTS

2 1 SYSTEMS MANUFACTURERS

- A The Ceco Corporation
- B Curries Division Assa Abloy Door Group
- C Amweid Building Products Inc
- D Pioneer Industries, Inc

2 2 MATERIALS

- A System Description Provide pressed steel frames, including anchors and silencers

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- B Frames Match existing
 - 1 Gage Minimum 16 gage
 - 2 Door Silencers Manufacturer's standard resilient type, removable for replacement
- C Glazing Stops Match existing, unsecured side integral with unit, secured side fastened with flush, countersunk Allen type fasteners, minimum 16 gage

2.3 FABRICATION

- A Conform to requirements of SDI (ANSI A250 Series) or NAAMM
- B Reinforce and prepare frames to receive hardware
 - 1 Refer to Section 08 70 00 for hardware requirements
- C Frames Accurately form and cut corners to match existing
 - 1 Head Reinforcement Reinforce frames wider than 4'-0" with minimum 12 gage formed steel channels welded in place, flush with top of frames
 - 2 Doors at Glazed Panels Reinforce jambs and heads of frames for doors which occur adjacent to glazed sidelights and partitions
- D Door Silencers Place three single bumpers on single door frames, space equally along strike jambs
- E Provide jamb anchors per SDI-100 (ANSI/SDI 250 8) and NAAMM, weld floor jamb anchors in place
- F Edge Clearances
 - 1 Between Doors and Frames Maximum 1/8" at head and jambs
- G Finish Prime paint Comply with requirements of Section 09 90 00 – Painting and Coating for primer including application and compatibility with specified finishes

PART 3 - EXECUTION

3.1 INSTALLATION

- A Install frames in accordance with SDI-100 (ANSI/SDI A250 8) and ANSI/SDI A250 11 or NAAMM "Hollow Metal Manual" and with manufacturer's recommendations and installation instructions
- B Install frames plumb and square
- C Remove and replace frames damaged during delivery, storage, installation and construction
 - 1 Paste filler repair shall not be permitted
- D After installation, touch-up scratched paint surfaces

END OF SECTION

SECTION 08 14 00
WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

A Section Includes Requirements for flush wood doors as indicated

1 Contractor Option Provide shop finished wood doors

B Related Work

1 Section 08 11 10 Pressed steel frames

1.2 REFERENCES

A Architectural Woodwork Standards, (AWS) Edition 1, 2009

B Window and Door Manufacturer's Association (WDMA) Guide Specifications

1.3 ADMINISTRATIVE REQUIREMENTS

A Coordination

1 Hardware Coordinate hardware installation with Section 08 70 00 - Hardware

2 Painting Coordinate with Section 09 90 00 - Painting and Coating whether wood doors are to be shop finished or field painted

1.4 QUALITY ASSURANCE

A Certified Wood Products Wood products to be from forests certified "well-managed" by an agency accredited by Forest Stewardship Council (FSC)

1.5 SITE CONDITIONS

A Do not deliver or install doors until conditions for temperature and relative humidity have been stabilized in accordance with referenced standards requirements applicable to Project location

1.6 WARRANTY

A Extended Correction Period Provide for replacing, rehanging, and refinishing wood doors exhibiting defects in materials or workmanship including warp and delamination

1 Period Two years

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

A Algoma Hardwoods, Inc

B Eggers Industries Architectural Door Division

C Marshfield Door Systems, Inc

D VT Industries

2.2 MATERIALS

- A System Description Provide flush wood doors as indicated
- B Solid Core Flush Wood Doors AWS/Premium Grade, 5 Ply Hot Press, 1-3/4" thick solid wood framed glued block construction or particleboard core five ply construction, Contractor option to use WDMA comparable standards
 - 1 Transparent/Stained Wood Veneers AWS/Premium Grade veneers for transparent/stained finish, nominal 1/40" thick before sanding, not less than 1/50" after sanding
 - a Wood Veneers Match existing
 - 2 Edges Stile edges to match face veneer, minimum 1-1/8" thick after trim
 - 3 Core Bond stiles and rails to core and sand prior to assembly of face veneers
 - 4 Bond Type Provide Type II Bond for interior doors

2.3 FABRICATION

- A Fabricate doors in accordance with requirements of specified standards
 - 1 Prefit wood doors
 - 2 Prepare doors to receive hardware in shop, refer to Section 08700 for hardware requirements and templates
 - 3 Factory machine doors for mortise hardware
- B Bevel strike edge of single-acting doors, 1/8" in 2"
- C Shop Finished Doors (Contractor Option) Conform to requirements specified in Section 09 90 00 – Painting and Coating

PART 3 - EXECUTION

3.1 INSTALLATION

- A Install wood doors in accordance with manufacturer's recommendations and installation instructions, and reference standards, plumb and square, and with maximum diagonal distortion of 1/16"
- B Rehang or replace doors which do not swing or operate freely

3.2 PROTECTION

- A Protection Protect doors as recommended by door manufacturer to ensure doors are without damage at time of substantial completion
 - 1 Shop Finished Doors Refinish or replace damaged doors

END OF SECTION

SECTION 08 70 00
HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A Section Includes Requirements for hardware for wood doors
 - 1 Original door hardware removed from existing doors on Project may be reused for new door if in premium quality condition and fully operational

1.2 REFERENCES

- A ANSI A115 and A115W Series Door and Frame Preparation Standards
- B ANSI A156.1 through A156.20 Standards for various hardware items
- C California Building Code California Code of Regulations, Title 24, Part 2
- D Americans with Disabilities Act (ADA) Standards

1.3 ADMINISTRATIVE REQUIREMENTS

- A Hardware Schedule Contractor to develop Hardware Schedule based on requirements in Contract Documents with Architectural Hardware Consultant (AHC) with not less than five years successful experience in scheduling hardware
 - 1 AHC may be independent or may be employed by manufacturer or supplier
- B Coordination Coordinate hardware installation doors including but not necessarily limited to following
 - 1 Coordinate hardware installation with pressed steel frames installation in Section 08 11 15
 - 2 Coordinate hardware with installation with wood doors installation in Section 08 14 00
- C Pre-Installation Meeting Convene pre-installation meeting prior to commencing work of this section Include persons involved with installation of doors, frames, and hardware

1.4 QUALITY ASSURANCE

- A Supplier Qualifications Recognized builder's hardware supplier with minimum five years successful experience in scheduling and furnishing hardware
 - 1 Provide services of Architectural Hardware Consultant to supervise hardware supply

1.5 DELIVERY, STORAGE, AND HANDLING

- A Deliver hardware in manufacturer's original packages, marked for intended opening and use
- B Pack complete with necessary screws, bolts, keys, instructions, and installation template, if necessary, for spotting mortising tools

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- C Upon delivery, furnish complete list of hardware for checking, clearly marked to correspond with marking on each package
 - 1 Review list for completeness and accuracy

PART 2 - PRODUCTS

2.1 MATERIALS

- A System Description Provide door hardware and accessories as required for complete operational installation
 - 1 Review Drawings for door locations and types, comply with following general requirements, match existing similar door hardware on Project unless otherwise specifically stated
 - 2 Provide hardware items with accessories complete to door function as intended, as specified, and as required by applicable codes and regulations
 - 3 Provide heavy duty commercial grade units of each type of hardware (hinges, pivots, locksets, latchsets, closers, trim) from single manufacturer unless otherwise indicated
- B Regulatory Requirements
 - 1 Access for Persons with Disabilities Comply with California Building Code and Americans with Disabilities Act (ADA) Standards
- C Hinges and Butts ANSI A156.1, comply with following unless otherwise indicated
 - 1 Manufacturers
 - a Hager Hinge Co
 - b Lawrence Brothers Inc
 - c McKinney Products Co., Div of ASSA ABLOY
 - d Stanley Hardware Division of Stanley Works
 - 2 Doors 1-3/4" Thick 4-1/2" heavy weight, extra heavy weight ball or oilite bearing where over 40" wide
 - a Provide widths sufficient to clear trim projection when door swings 180 degrees
 - 3 Provide minimum three hinges unless otherwise indicated
 - 4 Tips Match existing
- D Locking Devices Provide of metal matching specified finish, interior parts of steel and zinc-dichromate plating, to resist rusting and corrosion, do not supply plastic, die-cast or aluminum mechanisms
 - 1 Manufacturers
 - a Schlage Lock Co Div Ingersoll Rand
 - b Sargent Manufacturing Co., Division of ASSA ABLOY Group
 - c Yale Security, Inc Division of ASSA ABLOY Group
 - d Best Access Systems a Stanley Company

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- 2 Type Provide locksets with not less than 6 pin tumbler cylinders unless higher level of security is required by Port of Oakland
 - a Cylindrical Locksets and Latchsets ANSI A156 2, Series 4000, Grade 1, Bored Type (cylindrical)
- 3 Lockset and Latchset Design Solid lever with rose to match existing
- 4 Backset 2-3/4"
- 5 Strikes Furnish standard strikes with extended lips where required to protect trim from being marred by latch bolt, verify type of cutouts provided in metal frames
- E Cylinders, Keys, and Keying Hardware manufacturers shall provide for grand master, master key alike or key different keying as directed by Port of Oakland to match existing master keying system
 - 1 Provide cylinders of extruded brass bar material
 - 2 Submit keys for final use to Port of Oakland, provide not less than two keys for each lockset, six of each type and level of masterkey, two grand master keys, and 5% extra blanks
- F Door Stops Required, match existing

2 2 ACCESSORIES

- A General Provide complete hardware with accessories as required for doors and applications indicated
- B Templates Furnish templates or physical hardware items to manufacturers concerned sufficiently in advance to avoid delay in Work
- C Reinforcing Units Furnished by door manufacturer, coordinated by hardware manufacturer
- D Fasteners Furnish as recommended by manufacturer and as required to install secure hardware
 - 1 Finish Match hardware
 - 2 Furnish screws for items applied on gypsum board sufficiently long to provide solid connection to framing or backing
- E Through Bolts Through bolts and grommet nuts shall be avoided on door faces in highly visible areas, unless no alternative is possible, as directed and approved, and shall not be used for solid wood core doors

2 3 FINISHES

- A General Match existing finishes on comparable hardware on comparable doors

PART 3 - EXECUTION

3 1 INSTALLATION

- A Install finish hardware specified under this section, coordinate with manufacturer and installation of doors and frames
- B Fit hardware prior to painting Remove for painting of doors and frames before final installation of hardware
- C Install hardware in accordance with manufacturer's instructions
- D No extra cost will be allowed because of changes or corrections necessary to facilitate installation of hardware

3 2 MOUNTING POSITIONS

- A General Match existing unless otherwise required by applicable codes or regulations

3 3 ADJUSTING

- A Qualified hardware supplier's or manufacturer's representatives shall inspect installation and make adjustments
 - 1 Adjust closers, locks, and critical operational hardware
 - 2 Deliver instructions for maintenance and future adjustments to Port of Oakland's Representative

3 4 HARDWARE SCHEDULE

- A The Hardware Schedule or Hardware Groups shall be prepared by an Architectural Hardware Consultant hired by Contractor
 - 1 AHC to Examine Drawings and Specifications and furnish proper hardware for door openings

END OF SECTION

SECTION 08 80 00
GLAZING

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for glass and glazing for metal frames including accessories as required for complete installation
- B Related Sections
 - 1 Section 08 11 15 Pressed steel frames

1 2 REFERENCES

- A Glass Association of North America (GANA) Glazing Manual

PART 2 - PRODUCTS

2 1 MATERIALS

- A System Description Provide glass and glazing to match existing but not less than following
- B Regulatory Requirements
 - 1 Safety Glass Standard Comply with applicable codes, CPSC 16 CFR 1201, and pass ANSI Z97.1
- C Tempered Glass Select glazing quality, float glass, fully tempered, ASTM C1048, Kind FT, nominal thickness 1/4", safety glass
- D Spacer Shims Silicone compatible, 50 durometer hardness, 3" long by 3/32" thick by 1/4" high
- E Setting Blocks 70-90 durometer hardness, 4" long by 3/8" thick by 1/4" high standard setting blocks
- F Glazing Sealant ASTM C920, Type S, Grade NS, elastomeric one-component silicone glazing sealants as recommended by sealant manufacturer for application involved, color to match existing

PART 3 - EXECUTION

3 1 PREPARATION

- A Clean glazing channels and framing members to receive glass immediately before glazing, remove coatings not firmly bonded to substrate
- B Apply primer to joint surfaces where recommended by sealant manufacturer

3 2 INSTALLATION

- A Comply with GANA Glazing Manual and glazing manufacturer recommendations and installation instructions
 - 1 Do not allow glass to touch metal surfaces
- B Place setting blocks at quarter points in thin course of sealant

- C Install removable stops with glass centered in space with spacer shims at 2'-0" intervals on both sides of glass, 1/4" below sightline
- D Sealant Glazing Fill gap between glass and stops with sealant to depth equal to bite of frame on glass but not more than 3/8" below sightline
 - 1 Apply sealant to uniform and level line, flush with sightline, tool or wipe sealant surface for smooth appearance, at exterior locations tool sealant so water is carried away from glass

3 3 CLEANING

- A At areas subject to potential impact mark glass after installation by crossed streamers attached to framing and held away from glass, do not apply markers to surface of glass
- B Remove nonpermanent labels immediately after sealant cures, cure sealants for high early strength and durability
- C Remove and replace glass which is broken, chipped, cracked, abraded or damaged during construction period, including natural causes, accidents and vandalism

END OF SECTION

SECTION 09 21 00
GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Provide gypsum board systems including gypsum board, joint treatment, acoustical accessories, and general accessories for complete installation
- B Related Sections
 - 1 Section 05 40 00 Cold-formed structural metal framing

1 2 REFERENCES

- A ASTM C840 Application and Finishing of Gypsum Board

1 3 ADMINISTRATIVE REQUIREMENTS

- A Coordination, Openings Obtain dimensions and locations from other trades and provide openings and enclosures for accessories, specialties, equipment, and ductwork

1 4 PROJECT CONDITIONS

- A Do not begin installation of interior gypsum board until space is enclosed, space is not exposed to other sources of water, and space is free of standing water
- B Maintain areas to receive gypsum board at minimum 50 degree F for 48 hours prior to application and continuously after application until drying of joint compound is complete, comply with ASTM C840
- C Immediately remove from site gypsum board for interior use exposed to water, including gypsum board with water stains, with signs of mold, and gypsum board with mildew

PART 2 - PRODUCTS

2 1 SYSTEMS MANUFACTURERS

- A National Gypsum Co
- B Georgia-Pacific Corp
- C United States Gypsum Co , USG Corp

2 2 MATERIALS

- A System Description Provide gypsum board assemblies including gypsum board, joint treatment, acoustical accessories, and general accessories
 - 1 Systems Responsibility Provide products manufactured by or recommended by manufacturer of gypsum board to maintain single-source responsibility for system

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DOMAIN AWARENESS CENTER**

- B Performance Requirements Perform gypsum board systems work in accordance with recommendations of ASTM C840 unless otherwise specified
- C Gypsum Board Comply with ASTM C840, maximum permissible lengths, ends square cut, tapered edges on boards to be finished
 - 1 Typical ASTM C1396, Type X, fire rated gypsum board, unless otherwise indicated
- D Gypsum Board Accessories Comply with ASTM C840
 - 1 Provide protective coated steel corner beads and edge trim, type designed to be concealed in finished construction by tape and joint compound
 - 2 Corner Beads Manufacturer's standard metal beads
 - 3 Edge Trim "J", "L", "LK", or "LC" casing beads
 - 4 Reinforcing Tape, Joint Compound, Adhesive, Water, Fasteners Types recommended by system manufacturer and conforming to ASTM C475
 - a Typical Joint Compound Chemical hardening type for bedding and filling, ready-mixed or powder vinyl type for topping
 - 5 Control Joints Back to back casing beads
 - a Back control joints with 4 mil thick polyethylene air seal
- E Acoustical Accessories
 - 1 Acoustical Insulation Preformed mineral fiber, ASTM C665, Type I, friction fit type without integral vapor barrier, as required to meet STC ratings indicated, or of thickness indicated
 - 2 Acoustical Sealant ASTM C919, type recommended for use in conjunction with gypsum board
 - a Type Paintable, non-shrinking and non-cracking where exposed, nondrying, nonskinning, nonstaining, and nonbleeding where concealed
 - 3 Electrical Box Pads Provide at outlet, switch and telephone boxes in walls with acoustical insulation
 - a Electrical Box Pad Manufacturers
 - 1) Harry A. Lowry & Associates (800 772 2521)/Lowry's Electrical Box Pads
 - 2) Tremco Sheet Caulking (650 572 1656)
 - 3) Hevi-Duty Nelson (800 331 7325)/Putty Pads
 - 4) Specified Technologies, Inc. (800 992 1180)/Putty Pads
 - 5) Hilti, Corp /Hilti Box Pads

PART 3 - EXECUTION

3 1 INSTALLATION

- A Gypsum Board Installation Install in accordance with ASTM C840 and manufacturer's recommendations
- 1 Use screws when fastening gypsum board to furring and to framing
 - 2 Erect gypsum board with ends and edges occurring over firm bearing
 - 3 Place control joints to be consistent with lines of building spaces
 - a Provide where system abuts structural elements.
 - b Provide at dissimilar materials
 - c Lengths exceeding 30'-0" in partitions
 - d Ceiling areas exceeding 50'-0" or 2500 square feet
 - e Wings of "L", "U" and "T" shaped ceilings
 - 4 Place corner beads at external corners, use longest practical lengths
 - 5 Place edge trim where gypsum board abuts dissimilar materials
 - 6 Tape, fill, and sand exposed joints, edges, corners and openings to produce surface ready to receive finishes, feather coats onto adjoining surfaces
 - 7 Finishing Comply with Gypsum Association (GA) "Levels of Gypsum Board Finish"
 - a GA Level 4 (Typical) Provide three coat finishing and sanding is required for surfaces indicated to be painted, provide flush, smooth joints and surfaces ready for applied paint finishes
 - 8 Remove and replace defective work
- B Acoustical Accessories Installation
- 1 Place acoustical insulation tight within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions
 - 2 Place acoustical sealant within partitions in accordance with manufacturer's recommendations, install acoustical sealant at gypsum board perimeter at
 - a Metal Framing One or two beads
 - b Base layer and face layer
 - c Penetrations of partitions
 - 3 Tolerance Maximum 1/4" space between gypsum board at floor, ceiling, and penetrations
 - 4 Install electrical box pads with pads molded and pressed on back side of box, closing openings, in accordance with manufacturer's instructions, for complete acoustical barrier

END OF SECTION

SECTION 09 65 10
RESILIENT BASE

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for resilient base and accessories as required for complete finished installation
- B Related Sections
 - 1 Section 09 65 20 Resilient tile flooring
 - 2 Section 09 68 00 Carpet edge strips

1 2 SITE CONDITIONS

- A Comply with manufacturer recommendations for site conditions but not less than following, maintain minimum 70 degree F air temperature at installation area for three days prior to, during, and for 24 hours after installation
- B Store materials in area of application, allow three days for material to reach same temperature as area

PART 2 - PRODUCTS

2 1 SYSTEMS MANUFACTURERS

- A Burke-Mercer Flooring Products
- B Roppe Rubber Corporation
- C Armstrong World Industries
- D Flexco Co
- E Johnsonite, Inc

2 2 MATERIALS

- A System Description Provide resilient base and accessories to match existing and as required for complete finished installation
- B Performance Requirements Provide materials tested under ASTM E648, Flooring Radiant Panel Test, with results of 0.45 watts/sq. cm or higher
- C Resilient Base Match existing but not less than ASTM F1861, with premolded end stops and external corners, 1/8" gage, provide coved base at hard floor surfaces, straight base at carpet unless otherwise indicated
- D Primers and Adhesives Water-resistant nontoxic types recommended by base manufacturer for specified material and application

PART 3 - EXECUTION

3.1 INSTALLATION

- A Apply to walls, columns, pilasters, casework, and other permanent fixtures in rooms and areas where base is required
 - 1 Fit base joints tight and vertical
 - 2 Maintain minimum measurement of 18" between joints
- B Miter internal corners, use molded sections for external corners and exposed ends
- C Install base on solid backing, adhere tightly to wall and floor surfaces, fill voids along top edge of base with manufacturer's recommended adhesive filler
- D Scribe and fit to door frames and other obstructions
- E Install straight and level to variation of plus or minus 1/8" over 10'-0"

3.2 CLEAN-UP

- A Remove excess adhesive from floor, base and wall surfaces without causing damage
- B Clean surfaces in accordance with manufacturer's recommendations

END OF SECTION

SECTION 09 65 20
RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 SUMMARY

- A Section Includes Requirements for resilient tile flooring and accessories as required for complete finished installation
- B Related Sections
 - 1 Section 09 65 10 Resilient base
 - 2 Section 09 68 00 Carpet edge strips

1.2 SITE CONDITIONS

- A Ensure floor surfaces are smooth and flat with maximum variation of 1/8" in 10'-0"
- B Ensure concrete floors are dry and exhibit negative alkalinity, carbonizing, and dusting
- C Maintain minimum 70 degree F air temperature at flooring installation area for three days prior to, during, and for 24 hours after installation
- D Store flooring materials in area of application, allow three days for material to reach same temperature as area

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

- A Armstrong World Industries, Inc
- B Congoleum Corp
- C Tarkett Inc/Azrock

2.2 MATERIALS

- A System Description Provide resilient tile flooring and accessories to match existing
- B Regulatory Requirements
 - 1 Flammability Provide materials tested under ASTM E648, Flooring Radiant Panel Test, with results of 0.45 watts/sq cm or higher
 - 2 Slip Resistance Provide materials tested under ASTM D2047, James Slip Test with minimum 0.6 rating for floors
- C Vinyl Composition Tile (VCT) Match existing but not less than 12" by 12" by 1/8" thick, vinyl composition tile conforming to ASTM F1066, Composition 1
 - 1 Color and Pattern Match existing

- D Edge Strips Match existing, homogeneous vinyl or rubber, tapered or bullnose edge
- E Sub-Floor Filler White premixed latex-cement paste designed for providing thin solid surface for leveling and minor ramping of subsurface to adjacent floor finishes
 - 1 Use material capable of being applied and feathered out to adjacent floor without spalling
- F Primers and Adhesives Waterproof nontoxic types as recommended by flooring manufacturer for specified material and application
- G Sealer and Wax Type recommended by flooring manufacturer for material type and location

PART 3 - EXECUTION

3 1 PREPARATION

- A Conform to manufacturer's recommendations for preparation and to ASTM F710
- B Remove sub-floor ridges and bumps, fill low spots, cracks, joints, holes and defects with sub-floor filler
- C Clean floor and apply, trowel and float filler to leave smooth, flat hard surface, prohibit traffic until filler is cured
- D Test substrate for moisture content in accordance with flooring manufacturer recommendations, where moisture content exceeds manufacturer recommendations take measures recommended by flooring manufacturer

3 2 INSTALLATION

- A Conform to manufacturer recommendations and installation instructions
 - 1 Open floor tile cartons, enough to cover each area, and mix tile to ensure shade variations do not occur within any one area
- B Spread cement evenly in quantity recommended by manufacturer to ensure adhesion over entire area of installation, spread only enough adhesive to permit installation of flooring before initial set
- C Set flooring in place using methods to ensure full adhesion
- D Lay flooring with joints parallel to building lines to produce symmetrical pattern
- E Install minimum 1/2 tile at room and area perimeter
- F Terminate resilient flooring at centerline of door openings where adjacent floor finish is dissimilar
- G Install edge strips at unprotected and exposed edges where flooring terminates
- H Scribe flooring to walls, columns, floor outlets and other appurtenances, to produce tight joints
- I Edge Strips Install where edge of tile would otherwise be exposed, butt to flooring without gaps, set in adhesive

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DOMAIN AWARENESS CENTER**

3.3 CLEAN-UP AND PROTECTION

- A Remove excess adhesive from floor, base and wall surfaces without causing damage
- B Clean, seal and wax floor surfaces in accordance with manufacturer's recommendations
- C Prohibit traffic from floor for 48 hours after installation

END OF SECTION

SECTION 09 68 00
CARPETING

PART 1 - GENERAL

1.1 SUMMARY

- A Section Includes Requirements for carpeting with accessories including edge strips where carpeting terminates at other floor finishes, for complete finished installation
- B Related Sections
 - 1 Section 09 65 10 Resilient base for carpeted areas

1.2 QUALITY ASSURANCE

- A Installer Qualifications Approved by carpet manufacturer, upon request, submit letter from carpet manufacturer stating installer is acceptable

1.3 SITE CONDITIONS

- A Do not commence carpet installation until painting and finishing work is complete and ceiling and other overhead work has been tested, approved and completed, unless specifically approved
- B Maintain room temperature at minimum 60 degrees F for at least 24 hours prior to installation, relative humidity shall be approximately that at which the area is to be maintained
- C Schedule, receive and place carpet on floors indicated, protect from soiling and damage during transit, storage, and installation

1.4 WARRANTY

- A Extended Correction Period Provide for promptly repairing or replacing carpet which exhibits evidence of defective materials or workmanship
 - 1 Repairs Make repairs within ten days of City of Oakland's written notification
 - 2 Period Two years

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

- A Mannington Carpet
- B Mohawk Industries including Mohawk, Lees, and Bigelow Carpets
- C Shaw Industries Group

2.2 MATERIALS

- A System Description Provide carpeting to match existing with accessories including edge strips where carpeting terminates at other floor finishes

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- B Regulatory Requirements, Flammability Carpet and underlay (if any) shall have passed following tests
 - 1 DOC-FF-1-70 Pass
 - 2 NFPA 258 (Smoke Density) 450 or less
 - 3 ASTM E648 (Flooring Radiant Panel Test) 0.45 or higher
- C Design Criteria Provide carpet materials that bear Carpet and Rug Institute "Green Label Plus"
- D Performance Criteria Carpet shall develop less than 3.0 kilovolts of static at 70 degrees F and 20% relative humidity
- E Carpet Match existing but not less than following
 - 1 Yarn Sixth or later generation continuous filament soil hiding nylon
 - 2 Primary Backing Polypropylene
 - 3 Secondary Backing Polypropylene or ActionBak
- F Underlay (If Any) Match existing but not less than natural or synthetic fiber cushions recommended for use in commercial applications, complying with Carpet Cushion Council recommendations, mildew resistant
 - 1 Type Minimum 32 oz/sy weight, 1/4" to 5/16" thick
- G Carpet Gripper Type recommended by carpet manufacturer to suit application, complete with attachment devices
- H Adhesive Nontoxic type recommended by carpet and underlay manufacturers to suit application and expected service
- I Leveling and Ramping Material Latex-cement material designed for providing thin solid surface for leveling and minor ramping of subsurface to adjacent floor finishes
 - 1 Use material capable of being applied and feathered out to adjacent floor without spalling
- J Edge Strips Match existing
- K Accessories Provide as required for complete finished installation

PART 3 - EXECUTION

3.1 PREPARATION

- A Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and carpet, allow floors to thoroughly dry
- B Ensure floors are level, with maximum surface variation of 1/4" in 10 feet
- C Ensure concrete floors are free from scaling and irregularities and exhibit neutrality relative to acidity and alkalinity

- D Use leveling and ramping material to patch cracks, small holes, leveling and for ramping to provide finished carpet within 1/2" of adjacent flooring materials
- E Test substrate for moisture content in accordance with flooring manufacturer recommendations, where moisture content exceeds manufacturer recommendations take measures recommended by flooring manufacturer

3.2 INSTALLATION

- A Adhesive Installation Prime substrate if required and as recommended by manufacturer, spread adhesive in quantity recommended by manufacturer to ensure proper adhesion over full area of installation
 - 1 Apply only enough adhesive to permit proper adhesion of carpet before initial set
- B Tackless (Stretched) Underlay Installation Install in accordance with underlay manufacturer recommendations and installation instructions
 - 1 Install underlay using maximum sized pieces, securely adhered to subfloor, butt edges firmly together, without overlap
 - 2 Remove air pockets and ridges in underlay and slightly stretch
 - 3 Butt underlay tightly to carpet gripper and projections, tape joints and seams
 - 4 Carpet seams shall not fall directly over underlay seams
- C Install carpet in accordance with carpet manufacturer recommendations and installation instructions
 - 1 Check matching of carpet before cutting and ensure there are no visible defects or variations between dye lots
- D Cut carpet, where required, in manner to allow proper seam and pattern match, ensure cuts are straight, true, and unfrayed
- E Where possible and practical, locate seams in areas of least amount of traffic, no seams shall be perpendicular to doors or entries, seams parallel to doors shall be centered directly under door
 - 1 Follow wall line parallel to carpet direction for seams occurring at corridor change of direction
 - 2 Join seams in recommended manner so as not to detract from appearance of carpet installation and decrease its life expectancy, ensure seams are straight, not overlapped or peaked, and free of gaps
- F Adhesive Installation Install carpet securely bonded to substrate
- G Tackless (Stretched) Installation Stretch carpet and secure to carpet grippers
- H Lay carpet with run of pile in direction of anticipated traffic, do not change run of pile in any one room or from one room to next where continuous through a wall opening

- I Cut and fit carpet neatly around projections through floor and to walls and other vertical surfaces
- J Fit carpet snugly to walls or other vertical surfaces where no base is scheduled, leaving no gaps
- K Do not place heavy objects such as furniture on carpeted surfaces for minimum of 24 hours or until adhesive is set
- L Lay installation tight and flat to sub-floor, well fastened, and uniform in appearance, ensure monolithic color, pattern and texture match within any one area
- M Edging Strips Install in accordance with manufacturer recommendations and installation instructions
 - 1 Install edging strips where carpet terminates at other floor coverings
 - 2 Use full length pieces only, butt tight to vertical surfaces Where splicing cannot be avoided, butt ends tight and flush

END OF SECTION

SECTION 09 90 00
PAINTING AND COATING

PART 1 - GENERAL

1.1 SUMMARY

- A Section Includes Requirements for painting and finishing of exposed items and surfaces requiring field painting and finishing including shop primed items
- 1 Specified surface preparation, priming and coats of paint are in addition to shop-priming and surface treatment specified under other sections of work
 - 2 Painting and finishing includes field finishing of exterior and interior items not listed as "Surfaces not to be Painted" unless clearly indicated otherwise
 - 3 Painting and finishing includes field finishing of select shop finished items where indicated as required to match adjacent surfaces, such as mechanical grilles and registers
 - 4 Field paint exposed bare and covered pipes, ducts, and hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work in occupied spaces
 - 5 Wood Doors Contractor option to factory finish or field finish, coordinate with Section 08 14 00 - Wood Doors
- B Surfaces Not To Be Painted
- 1 Finished items including finished metal surfaces
 - 2 Walls and ceilings in concealed areas and generally inaccessible areas
 - 3 Moving parts of operating mechanical and electrical units
 - 4 Labels Keep equipment identification and fire rating labels free of paint
- C Related Sections Shop priming of ferrous metal items is included under various Specification sections

1.2 SUBMITTALS

- A Samples Submit samples for review of color and texture, provide list of material and application for each coat of each finish sample
- 1 Brush-Outs Submit samples of each color and material with texture to simulate actual conditions, on hardboard
 - a Submit 8" by 10" samples of wood finishes on actual wood surfaces, label and identify each as to location and application
 - 2 Field Samples Duplicate painted finishes of approved samples on actual wall surfaces and components for approval prior to commencing work
 - a Size Minimum 100 sf located where approved
 - b Components One full component as directed
 - c Simulate finished lighting conditions for review

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1.3 DELIVERY, STORAGE, AND HANDLING

- A Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, with
 - 1 Name of material, color and sheen
 - 2 Manufacturer's name, stock number and date of manufacture
 - 3 Contents by volume, for major pigment and vehicle constituents
 - 4 Thinning and application instructions

1.4 SITE CONDITIONS

- A Apply water-base paints when temperature of surfaces and surrounding air are between 50 and 90 degrees F
- B Do not apply paint in rain, fog or mist, or when relative humidity exceeds 85 percent, or to damp or wet surfaces
- C Painting may be continued during inclement weather if areas to be painted are enclosed and heated within temperature limits specified
- D Provide additional temporary ventilation during interior application of paints to eliminate volatile organic compound (VOC) emissions from interior spaces as quickly as possible

PART 2 - PRODUCTS

2.1 SYSTEMS MANUFACTURERS

- A Benjamin Moore & Co
- B Sherwin-Williams Co
- C Pittsburgh Paints, PPG Pittsburgh Paints
- D Dunn-Edwards Corp
- E ICI Paints including Devoe, Fuller O'Brien, Glidden, and Sinclair
- F Kelly Moore Paint Co
- G Vista Paint Co
- H Frazee Paint Co

2.2 MATERIALS

- A System Description Provide painting and finishing of exposed items and surfaces requiring field painting and finishing including shop primed items
 - 1 Definition "Painting" and "coating" as used herein means systems including primers, emulsions, enamels, stains, sealers and fillers, whether used as prime, intermediate or finish coats

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DOMAIN AWARENESS CENTER**

B Regulatory Requirements

- 1 **Volatile Organic Compound (VOC) Emissions** Furnish materials approved for use by applicable air quality management district for limitations of volatile organic compounds for architectural or special coatings as applicable

C Material Quality Provide top line quality commercial grade (professional painter) paints, materials not bearing manufacturer's identification as a best-grade product shall not be acceptable

- 1 **Primers** Provide premium grade primers recommended by paint manufacturer for substrates indicated and for finish systems specified
- 2 **Undercoats and Barrier Coats** Provide undercoat paints produced by same manufacturer as finish coats, use only thinners approved by paint manufacturer, and use only within recommended limits
- 3 **Finish Coats** Provide finish coats capable of being washed with mild detergent without loss of color, sheen, or pigments
 - a **Color pigments** Pure, non-fading, applicable types to suit substrates and service indicated, no lead content permitted
- 4 **Finish Coat Coordination** Provide finish coats which are compatible with prime paints, undercoats, and barrier coats used
 - a Review other Specification sections in which prime paints are provided, ensure compatibility of total coatings systems
 - b Upon request from other trades furnish information on characteristics of finish materials proposed for use
 - c Provide barrier coats over incompatible primers or remove and prime as required
 - d Notify Architect in writing of any anticipated problems in use of specified coating systems with substrates primed by others

D Colors and Finishes Match existing unless otherwise indicated

- 1 Final acceptance of colors will be from samples applied on site

PART 3 - EXECUTION

3.1 PREPARATION

A Inspection Examine areas and conditions under which painting work is to be applied

- 1 Start of painting work indicates acceptance of surfaces and conditions of surfaces and conditions within any particular area
- 2 Where exposed items or surfaces are not specifically mentioned in Schedules, paint same as adjacent similar materials or areas
- 3 Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to a durable paint film

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- B Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as specified for substrate condition
 - 1 Existing Painted Finishes
 - a Clean existing painted surfaces and remove oil, grease, dust, stains, scale, efflorescence, mildew, mold, algae, blisters, and non-adhering paint
 - b Measure adhesion of existing paints using ASTM D3359 tape test, remove existing coatings where poor adhesion is indicated
 - c Feather edges of severely deteriorated paint where several coats are removed as part of cleaning, to provide smooth transition for new paint
 - d Fill holes, cracks, and defects and fill and sand smooth, ready for new paint finish
- C Remove hardware, accessories, and items in place and not to be painted, or provide protection prior to surface preparation and painting, after painting reinstall removed items
- D Clean surfaces before applying paint, remove oil and grease prior to mechanical cleaning, program cleaning so contaminants from cleaning process do not fall onto wet, newly painted surfaces
- E Wood Clean wood surfaces of dirt, oil, and other foreign substances, sandpaper smooth surfaces exposed to view, and dust off
 - 1 Scrape and clean seasoned knots and apply thin coat of recommended knot sealer, before application of priming coat
 - 2 Prime, stain, or seal wood required to be job-painted immediately upon delivery to job, prime edges, ends, faces, undersides, and backsides of wood
 - 3 After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler, sandpaper smooth when dry
- F Ferrous Metals Touch up shop-applied prime coats wherever damaged using same type of primer as applied in shop or barrier coat compatible with finish paint
 - 1 Bare Surfaces Clean surfaces that are not galvanized or shop-coated, of oil, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning
 - 2 Galvanized Surfaces Clean free of oil and surface contaminants, using non-petroleum based solvent, primer and touch-up primer to be zinc-rich primer
- G Mix painting materials in accordance with manufacturer's directions
- H Store materials in tightly covered containers, maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue
- I Stir materials before application to produce mixture of uniform density, and stir as required during application, do not stir surface film into material, if necessary, strain material before using

3.2 APPLICATION

- A Apply paint in accordance with manufacturer's directions, use applicators and techniques best suited for substrate and type of material being applied**
 - 1 Apply additional coats when stains or blemishes show through final coat, until paint is a uniform finish, color and appearance**
 - 2 Provide extra attention during application to assure dry film thickness at corners and crevices is equivalent to that of flat surfaces**
 - 3 Paint surfaces behind movable equipment and furniture same as similar exposed surfaces, paint surfaces behind permanently-fixed equipment and-furniture with prime coat only**
 - 4 Finish doors on tops, bottoms and side edges same as faces**
 - 5 Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint**
 - 6 Sand lightly between coats when recommended by system manufacturer**
- B Scheduling Painting Apply first coat to surfaces that have been cleaned, pretreated or prepared for painting as soon as practicable after preparation**
 - 1 Allow time between successive coatings to permit proper drying**
 - 2 Do not recoat until paint feels firm and does not deform or feel sticky under moderate thumb pressure**
- C Minimum Coating Thickness Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by coating manufacturer**
- D Prime Coats Apply to items not previously primed, recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat**
- E Finish Coats Provide even texture, leave no laps, irregularity in texture, skid marks, or other surface imperfections**
 - 1 Opaque Finishes Provide opaque, uniform finish, color and coverage, cloudiness, spotting, holidays, brush marks, runs, sags, ropiness, and other surface imperfections are not acceptable**
 - 2 Transparent and Stained Finishes Produce glass smooth surface film of even luster, provide with no cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, and other surface imperfections**
- F Completed Work Match approved samples for color, texture and coverage, remove, refinish or repaint work not accepted**

3.3 PAINTING SCHEDULE

A Provide following paint systems Match existing sheens

1 Gypsum Board Systems

- a 1st Coat Universal primer
- b 2nd and 3rd Coat Interior latex or acrylic latex emulsion

2 Metal Semigloss sheen

- a 1st Coat Touch-up primer, prime if none
- b 2nd and 3rd Coat 100% acrylic enamel

3 Stained Wood Satin rubbed sheen

- a 1st Coat Wood stain
- b 2nd Coat Sanding sealer
- c 3rd and 4th Coat Acrylic modified urethane
- d Fill open grained wood with filler and wipe before 2nd coat

4 Transparent Finished Wood Satin rubbed sheen

- a 1st Coat Bleached shellac
- b 2nd and 3rd Coat Acrylic modified urethane rubbing varnish
- c Fill open grained wood with filler and wipe before 1st coat

3.4 CLEAN-UP, PROTECTION, AND REPAIR

A Clean-Up During progress of work, remove discarded paint materials, rubbish, cans and rags from site at end of each work day

- 1 Clean glass and paint-spattered surfaces immediately by proper methods of washing and scraping, using care not to scratch or damage finished surfaces

B Protection Protect work of other trades, whether to be painted or not, correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect

- 1 Provide "Wet Paint" signs to protect newly-painted finishes
- 2 Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations

C Repair At completion of work of other trades, touch-up and restore damaged surfaces or defaced painted surfaces

END OF SECTION

SECTION 10 11 00
VISUAL DISPLAY BOARDS

PART 1 - GENERAL

1 1 SUMMARY

- A Section Includes Requirements for visual display boards including liquid marker type whiteboards with trim, hardware, and accessories as required for complete installation

1 2 DELIVERY, STORAGE, AND HANDLING

- A Do not deliver materials to site until areas in which they are to be installed are ready to receive them
- B Deliver materials to site in protective covering in a manner to protect finishes

PART 2 - PRODUCTS

2 1 SYSTEMS MANUFACTURERS

- A Clardge Products and Equipment, Inc
- B Greensteel Division of PolyVision Corporation
- C Aarco Products, Inc

2 2 MATERIALS

- A System Description Provide visual display boards including liquid marker type whiteboards and cork tackboards with trim, hardware, and accessories
- B Steel Sheet for Porcelain Enameling ASTM A424, minimum 24 gage
- C Aluminum Extrusions ASTM B221, minimum 0 062" wall thickness
- D Aluminum Sheet ASTM B209, minimum 0 015" thick
- E Galvanized Steel Sheet ASTM A1011 or A1008, Class 1, ASTM A924 and A653, G90 coating, minimum 26 gage (0 0179")
- F Tempered Hardboard Manufacturer's standard material
- G Plywood PS 1, manufacturer's standard

2 3 FABRICATION

- A Whiteboards Match existing but not less than porcelain writing surface manufactured specifically for use with liquid marker systems
 - 1 Type
 - a Clardge/LCS Liquid Chalk System
 - b Greensteel/Dry Marker Board
 - c Lemco/Markerboards
 - 2 Core Minimum 3/8" thick plywood

**CITY OF OAKLAND
DOMAIN AWARENESS CENTER**

- 3 Balance porcelain writing surface with aluminum or sheet steel backing, aluminum foil is not acceptable
- 4 Color White
- 5 Accessories Provide manufacturer's standard accessories including map hooks and projection screen hooks
- B Frames Extruded aluminum, factory applied, concealed fastening, integral chalk rail with molded end closures, anodized finish, matching Architect-approved sample
 - 1 Framed Units Fabricate one piece units without joints unless sizes indicated are not available as one piece units Factory fabricate except where too large for shipping
- C Attachment Hardware Manufacturer's standard fully concealed attachment system for securing units to wall surfaces

PART 3 - EXECUTION

3 1 INSTALLATION

- A Securely mount whiteboards in accordance with manufacturer's recommendations, level and true to line
- B Cleaning At completion of work, clean surfaces and trim, leaving ready for use

END OF SECTION

Mandatory Pre-Proposal Meeting Questions

Q1 Can the City extend the Proposal due date by one week?

A1 See Addendum #1

Q2 Can the City schedule a tour of the existing facility where the DAC Part B – Design/Build Existing Building Improvements are scope of work is to be implemented?

A2 See Addendum #1

Q3: Is this project subject to the Buy American Act?

A3 Yes

Q4: Can the City provide a bid form?

A4 Yes, see Addendum #1

Q5: Are we expected to provide an analysis of the systems?

A5 Yes, please refer to "The core project goals of Part A/DAC-TLS " on pages 6-7 of the RFP Specifically 1) Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC, 2) Based on review of the Technology Linkage Document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements, 3) Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC Provide a complete project plan to implement each system identified and provide an implementation timeline for each system identified, 4) Provide the deployment and integration of a Physical Security Information Management (PSIM) software system "most" conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port City and Port system identified to be accessible in the DAC shall be prioritized for the purposes of system integration into the PSIM The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline Provide a complete project plan to integrate each system identified into the PSIM and provide a PSIM implementation timeline for each system identified

Q6. Is lifecycle cost to be included as part of the proposal?

A6 Yes

Q7. What level of completion shall DAC Project be at in June 2014?

A7 Final completion

Q8: How will the video wall be used in the DAC?

A8 The video wall will be used to continuously monitor two types of sources – PC based and CATV receivers (OFE) The operator will be able to assign sources to the wall and size them as needed for viewing

Q9: Will the Selected Respondent be required to complete the design of the construction portion of the project?

A9 Yes, plans and specifications are currently prepared to 90%

Q10: Will CAD files be provided to the Selected Respondent?

A10 Yes

Q11: What software/hardware information for systems will be provided (model numbers, software revisions, etc.)?

A11

Port System Information

1) CCTV System/Video Management System Genetec Security Center 5.1

2) GIS ESRI GIS System

City System Information

1) Police and Fire CAD – HP Tandem Servers – Motorola Premier CAD 7.0

2) Police RMS – HP Servers and SAN – Motorola LRMS ver 5.6

3) Fire RMS – HP Servers – Zoll FRMS ver 4.9

4) Police Mobile/FBR – HP Servers – Global Software Radix

5) Fire Mobile/AVL – HP Servers – Motorola PMDC and AVL

6) Police AVL – HP Servers – GST AVL Software (Pending for approval)

7) Police Shotspotter – Cloud based access

8) Police LPR – HP Server – Federal Signal BOSS ver 3

9) ITS Traffic Cameras – Video Management System - Genetec ver 5.1

10) Police and Fire Telestaff – HP Servers – Telestaff ver 2.6

11) Crime Search and Reporting – Various vendors

12) Regional Data Sources – Alameda County and CoCo County Sheriff's Office

13) GIS – ESRI GIS System

Q12: Does the \$2.6M allocated for the project include the construction component?

A12 Yes

Q13: Will a site visit of the existing facility where the DAC is to be located be allowed for potential respondents?

A13 Yes, see Addendum #1

Q14: Will an entire PC refresh be required for computer workstations in the existing facility where DAC is to be located?

A14 No, just the workstations applicable to the DAC scope of work, approximately three (3)

Questions submitted 11/5/2012

Q1: For the DAC Implementation, the SSI documents refer to a myriad of various systems but do not clearly define which ones are required and which ones are desired. Will the City specify exactly what systems are required to be tied into the DAC and what specific minimum level of integration is needed?

A1 Adequate definition is contained within both the CONOPS and Technology Linkage documents to both illustrate design intent as well as provide for a general integration expectation in the overall systems architecture to be provided by the systems integrator. Granular detail of each system and its correlating integration strength was intentionally not provided to allow for the flexibility and design creativity of the contract award team to entertain various systems and approaches to their chosen solution.

Please refer to "The core project goals of Part A/DAC-TLS" on pages 6-7 of the RFP. Specifically 1) Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC, 2) Based on review of the Technology Linkage Document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements, 3) Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC. Provide a complete project plan to implement each system identified and provide an implementation timeline for each system identified, 4) Provide the deployment and integration of a Physical Security Information Management (PSIM) software system "most" conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port. City and Port system identified to be accessible in the DAC shall be prioritized for the purposes of system integration into the PSIM. The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline. Provide a complete project plan to integrate each system identified into the PSIM and provide a PSIM implementation timeline for each system identified.

The systems integrator will be responsible for 3rd party integration of applications.

The City and Port desire maximum flexibility in the technology platform (hardware/software) that is scalable for future expansion and additional system integrations.

Q2: With respect to the various manufacturers, model/part numbers, versions, capabilities/features and so on, will the City provide details at a level sufficient for bidders to determine exactly what the interface requirements are?

A2 (Same Q1/A1 above)

Q3: Some of the data and reports supplied in the SSI documents is/are dated. For example, there is mention that the IDS camera system is being deployed when it is in fact completed. Other work is ongoing, such as the Port's current contract for integration and maintenance. Should all proposals be submitted with the understanding that these systems will be 100% functional and capable of being integrated, even though the work is not complete at bid time?

A3 Yes

Q4: There are differing requirements between the documents as to length of warranty (one year versus two). Please verify the length of warranty required.

A4 See Addendum #2

Q5: Where would the City prefer us to respond to the requirements listed in Section III.A? There is no provision for this section in III.C.

A5 The submittal of a proposal indicates respondent will adhere to the requirements outlined in Section III A

Q6: Due to the delay in availability of the SSI documents (1 week), the response date to submit questions and the Veterans Day and Thanksgiving Holiday, will there be an extension to the proposal due date, beyond November 27, 2012? We would suggest at least one week.

A6 See Addendum #1

Q7: RFP is not clear on the manner in which the City wants pricing to be formatted in our proposal. Will the City please issue a uniform bid form?

A7 See Addendum #1

Questions submitted 11/8/2012

Q1: Will the project be required to comply with the "Buy America Act" and if so please provide the version date which applies?

A1 Yes, the latest DBE requirements for Chapter 12 can be found here

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm#goHere12>

Go to Exhibit 12-E (post-July 2012), Attachment M for the Buy America language (OB12-04)

Q2: Does the grant, City, or Port have sustainable design targets or requirements which would apply to the project?

A2 Yes, the City has a Local and Small Local Business Enterprise Program which is applicable to the Construction phase, or Part B, of this project. It requires that 50% of the contract dollars be awarded to a certified small local business or you can award 25% to a certified local and 25% to a certified small local

Q3. Given that the full scope of the project is still under development is it possible that some technology functions that involve installation would be aggregated to the first phase of the project and therefore escape the L/SLBE requirement application. Hence, how about stipulating that all technology hardware procurement and installation be done in Part B or would also be subjected to the L/SLBE requirement?

A3 See Addendum #1

Q4: Since there was a mention of an upcoming project management procurement associated with this project, it will be helpful if the nature and scope of that project is fully disclosed to enable each potential participant make a good evaluation of whether participating in the current procurement or wait for the next one

A4 The City of Oakland anticipates releasing the RFQ for project management services to support the City of Oakland/Port of Oakland Joint Domain Awareness Center Project by the end of CY 2012

Q5. Can the SLBE requirements be revised to reflect 20%-25% level for professional services?

A5 The project was advertised waiving the 50% requirement for Part A. However, firms are encouraged to partner with certified small local firms, if they do so then they will be eligible for additional bonus points as described in the proposal, Section E, Evaluation of Proposals

Questions submitted 11/9/2012

Q1: We respectfully request a 2 week extension be granted (from the current due date of November 27) for submission the final proposal for the Domain Awareness Center (DAC). It is our desire to produce a quality response and with the fast approaching Thanksgiving holiday this will be compromised.

A2 See Addendum #1

Questions submitted 11/13/2012

Q1: Can the following specifications listed in the table of contents in the bridging documents dated 10/12/2012 be provided at your earliest opportunity (or please clarify otherwise):

Division 2 – Existing Conditions: 02 41 20 Selective Building Demolition;

Division 5 – Metals: 05 40 00 Cold-Formed Framing;

Division 6 – Wood, Plastics, and Composites: 06 10 50 Misc. Rough Carpentry;

Division 7 – Thermal and Moisture Protection: 07 90 00 Joint Sealants;

Division 8 – Openings: 08 11 15 Pressed Steel Frames, 08 14 00 Wood Doors, 08 70 00 Hardware, and 08 80 00 Glazing;

Division 9 – Finishes: 09 21 00 Gypsum Board Assemblies, 09 65 10 Resilient Base, 09 65 20 Resilient Tile Flooring, 09 68 00 Carpeting, and 09 90 00 Painting and Coating;

Division 10 – Specialties: 10 11 00 Visual Display Boards

A1 See Addendum #2

Q2: Fire Suppression, plumbing, HVAC & Electrical. The table of contents also indicates that the following specifications will be provided under a separate cover; what is the scope of the mechanical, fire alarm, and sprinkler work?

A2 No scope anticipated for mechanical, fire alarm and sprinkler

Q3: After the contractor submits the 100% complete construction documents how will the drawing review process work?

A3 Drawings will be reviewed/approved by DAC Project Team and City Public Works Department, anticipate at least two (2) round of review/comment that will have to be incorporated into final drawings that will be utilized for construction

Q4: Will the Port or City perform a peer review of the drawings prior to submitting the drawing to the City Building Department?

A4 Yes

Q5: Will the A/V, electrical, mechanical and fire sprinkler drawings require the stamp of a consulting engineer?

A5 There will be electrical work associated with the audiovisual systems that will need to be stamped. We don't anticipate any scope with the mechanical, fire alarm or sprinkler systems

Q6: Will the bridge documents (drawings and specifications) by Shah Kawasaki Architects be available in an electronic file format?

A6 Yes

Q7: Will the situation room be occupied during the construction period?

A7 The "situation room" is an active City, Emergency Operations Center. The area will not be supporting operations on a regular basis. The EOC is activated only to support large-scale, emergency situations in the City/Region

Q8: Are there any construction working hour limitations at the Emergency Ops Center?

A8 Construction activity should be limited to Monday – Friday, 8 AM – 5 PM unless authorized otherwise by the City

Q9: The documents do not include specifications for furniture. The furniture schedule on sheet A-411 is only an outline. Please provide furniture specifications and details or allowance.

A9 The furniture needs to match, or be similar to, existing furniture. No allowance established

Q10: Where are the window shades referenced in the specifications intended to be mounted?

A10 These go on a new interior door to replace an existing one (in scope) to match existing shades

Q11: Is the video wall intended to be freestanding? If not, please provide a building framing plan that shows the framing members into which the top video wall can tie.

A11 The videowall is not freestanding. It will require a wall be built, likely attached to the existing wall for support. The drawings issued in the Restricted Document show the existing structure

Q12: Is it the City's intent to require that the performance bond be kept in full force to the end of the service agreement periods, or, would it be released after acceptance of the system?

A12 Yes

Q13: Is the City considering only requiring a performance bond for the construction portion of the project and releasing it upon acceptance of the work?

A13 The performance bond will apply to Parts A and B of the scope, it will be released upon acceptance of the project in its entirety

Q14. In order to provide a quote to itemize number of licenses, etc, we need to know how many total VMS systems need to be integrated.

A14 The Port and City of Oakland each have one (1) VMS

Q15: In order to provide a quote to itemize number of licenses, etc, we need to know the total number of cameras for all systems.

A15 Assume licensing for 300 cameras

Q16. In order to provide a quote to itemize number of licenses, etc, we need to know how many camera feeds are IP based and how many are analog based.

A16 Assume that 250 will be IP based and 50 will be analog (requiring the installation of an encoder) prior to integration into a VMS platform

Q17: In order to provide a quote to itemize number of licenses, etc, we need to know how many DVRs and NVRs are included.

A17 Assume that one Genetec DVR exists, in the future, additional cameras fed into the DAC will be similarly integrated into the existing or an additional Genetec DVR (based on design intent of one DVR per building) and subsequently integrated into the PSIM environment (implying the compatibility of the Genetec DVR products with the selected PSIM appliance

Q18: In order to provide a quote to itemize number of licenses, etc, we need to know total number of video analytic systems and how many cameras are associated with each system. Analytics contained within cameras and encoders would count as a single system.

A18 The use of video analytics, as the documents have illustrated, is encouraged and will play an important and relevant role "in certain areas" The flexibility is afforded to the systems integrator to identify the most pertinent type(s) of video analytic modules as well as those areas of application within their design proposal

Q19: In order to provide a quote to itemize number of licenses, etc, we need to know the total number of sensors for doors, windows, motion detectors, gates, fence alarms, gas detectors, temperature alarms, water level sensors, and any other sensors that the City is expecting to be monitored.

A19 Assume a baseline, overall, capacity to allow for the following metrics associated with the Access Control and (or) Intrusion Detection System

- 1 A multi-tier, enterprise system (that will have distributed architecture inclusive of IP-addressable panels at each facility node)*
- 2 500 card readers (HID proximity)*
- 3 Allow for up to 500 monitor and control points per facility*

- 4 Allow for up to 1 million cardholders
- 5 Allow for a visitor management platform and integration
- 6 Allow for rich, open, report generation capabilities (e.g. not limited to crystal reports, etc)
- 7 Allow for video camera / VMS integration (proposed by systems integrator)

Q20: In order to provide a quote to itemize number of licenses, etc, we need to know how many concurrent users will need to be licensed to view live and/or recorded events.

A20 Assume 2 user licenses for each local facility, and 20 total for DAC/City/Port management personnel (that will extend to all field and enterprise servers) This gives the total user licenses as "2 X (number of facilities) + 20 X (number of facilities) X (number of DVR/NVR/VMS systems)" Please note that these concurrent users will "not" be accessing all of these systems at the same time, but are allotments for cost In actuality, bandwidth and session limiting constraints will be placed on each server (at the discretion and direction of the City of Oakland IT department) as deemed applicable

Q21: It will provide the proposers a consistent scope of work if the City provides us with the information requested in questions. If the City is unable to provide this level of detail, then will the City request that proposers provide pricing for licensing for up to 500 cameras, 250 sensors, 8 gateways or interfaces at a minimum and 20 concurrent user licenses so that the quotes from the PSIM manufacturers will at least have some measurable requirements for inclusion in the base package pricing. The quantities listed here are only suggestions. Obviously, the City can set the quantities at a level you deem appropriate.

A21 Covered separately above

Q22: Top of page 10 in the CONOPS refers to the PASP911 at 1701 Edgewater Drive, Oakland, CA 94601 to Martin Luther King Way. Should the zip code be 94621, not 94601, for Oakland Corporation Yard? Or, is this referring to a different location?

A22 The Zip code should be 94621

Q23: To of page 10 in the CONOPS requires a link from PASP911 at 1701 Edgewater Drive, Oakland CA 94601 to 1605 Martin Luther Way EOC. Is there existing infrastructure between the EOC and this location?

A23 Yes, the two locations are connected through redundant Wide Area Network links

Questions submitted 11/14/2012

Q1: Per RFP Page 23, Section III C.3, do the subs have to have a full time project manager on this effort?

A1 The Respondent shall make this determination

Q2: Per RFP Page 23, Section III C.3, what licenses does the project manager need to possess?

A2 Please reference Section II – Scope of Services (Pages 5-6) and Section III-A-16-Contractors Qualifications (Pag3 20) of the RFP

Q3· Per RFP Page 24, Section III C.7.c, what is classified as “reimbursable” cost?

A3 Examples include, but are not limited to permits, postage, graphic reproduction, certain travel expenses, etc

Q4· Per RFP Page 27, Part 3b, it states a total of 25 points will be given for RFPs. However, it states that the max of only 20 points will be allowed. Should the max points state 25 points instead of 20? If not please explain how the bidder can earn the total of 25 points.

A5 Yes the max points shall be 25 instead of 20, see Addendum #2

Q6: Per RFP Page 22, Section III B, it does not provide/state any proposal binding format or total page limit or individual section page limits. Does the bidder have any page limitations or have any binding format requirements?

A6 No

Questions submitted 11/20/2012

Q1: For the Truck Management System, please provide the total number or maximum number of trucks you would want to monitor at any one time?

A1 Data in the Truck Management System is accessible via secure log in to database via internet connection. The minimum functionality in this scope of work is to make the database accessible via DAC workstation. Selected Respondent is to explore additional integration.

Q2: Please provide us with a count for the total number of cameras used at the Port, the City of Oakland, and the traffic system? In addition to the number of cameras, is there a breakdown showing the resolution of the cameras that are deployed (to understand bandwidth requirements) that can be provided.

A2 300 cameras. In general, please assume a minimum of 1MP, digital IP cameras in existence and intended for future use. In certain areas where obvious field of vision intent is greater than 20', please provide a range of cameras and pricing up to 5MP resolution. In terms of bandwidth required, since local storage for up to 90 days will be the standard (and archived on an ad-hoc, off-hours basis) the only significant bandwidth impact will be live, remote monitoring sessions and occasional ad-hoc investigative sessions (both of which can be controlled by the City of Oakland IT department in collaboration with DAC Operations management) – thus, the only relevance to the Systems Integrator will be to size the local storage server accordingly to allow for the 90 day timeframe.

Q3· Please provide specifications of the existing workstation computers in the command center/DAC.

A3 HP Z220 or better

Q4. For each of the systems that the Port, City, and OPD would like to have integrated, please provide the vendor name, vendor product/model, and related software or hardware version.

A4 Port System Information

- 1) CCTV System/Video Management System Genetec Security Center 5 1
- 2) GIS ESRI GIS System

City System Information

- 1) Police and Fire CAD – HP Tandem Servers – Motorola Premier CAD 7 0
- 2) Police RMS – HP Servers and SAN – Motorola LRMS ver 5 6
- 3) Fire RMS – HP Servers – Zoll FRMS ver 4 9
- 4) Police Mobile/FBR – HP Servers – Global Software Radix
- 5) Fire Mobile/AVL – HP Servers – Motorola PMDC and AVL
- 6) Police AVL – HP Servers – GST AVL Software (Pending for approval)
- 7) Police Shotspotter – Cloud based access
- 8) Police LPR – HP Server – Federal Signal BOSS ver 3
- 9) ITS Traffic Cameras – Video Management System - Genetec ver 5 1
- 10) Police and Fire Telestaff – HP Servers – Telestaff ver 2 6
- 11) Crime Search and Reporting – Various vendors
- 12) Regional Data Sources – Alameda County and CoCo County Sheriff's Office
- 13) GIS – ESRI GIS System

Please refer to "The core project goals of Part A/DAC-TLS " on pages 6-7 of the RFP Specifically 1) Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC, 2) Based on review of the Technology Linkage Document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements, 3) Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC Provide a complete project plan to implement each system identified and provide an implementation timeline for each system identified, 4) Provide the deployment and integration of a Physical Security Information Management (PSIM) software system "most" conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port City and Port system identified to be accessible in the DAC shall be prioritized for the purposes of system integration into the PSIM The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline Provide a complete project plan to integrate each system identified into the PSIM and provide a PSIM implementation timeline for each system identified

Q5: In the GAP systems listed in Appendix A of the technologic linkage document, where existing systems are listed, please provide vendor, model, and version for items in question 3.

A5 Port System Information

- 1) CCTV System/Video Management System Genetec Security Center 5 1
- 2) GIS ESRI GIS System

City System Information

- 1) Police and Fire CAD – HP Tandem Servers – Motorola Premier CAD 7 0
- 2) Police RMS – HP Servers and SAN – Motorola LRMS ver 5 6
- 3) Fire RMS – HP Servers – Zoll FRMS ver 4 9
- 4) Police Mobile/FBR – HP Servers – Global Software Radix
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- 9) ITS Traffic Cameras – Video Management System - Genetec ver 5 1
- 10) Police and Fire Telestaff – HP Servers – Telestaff ver 2 6
- 11) Crime Search and Reporting – Various vendors
- 12) Regional Data Sources – Alameda County and CoCo County Sheriff's Office
- 13) GIS – ESRI GIS System

Q6: Does the City/Port have a defined standard for the computer servers and workstations (brand, CPU's, Memory, etc.) that their IT Department supports? If so, please provide.

A6 HP Servers, preferably blade, ok to virtualize

Q7: Please provide with the make and model of the video wall system used in the EOC/DAC.

A7 Please utilize performance specifications listed in "Restricted Documents" Documents Project Specifications for the 90% Bridging Documents for Design/Build Construction for the Domain Awareness Center and 2) Drawing Sets Domain Awareness Center

Questions submitted 11/21/2012

Q1: Reference Drawing AD-122: Please provide information regarding existing electrical circuits and Amp rating to Rooms 204, 205, and 210.

A1 The original building documents, utilized to create the plans and specifications for this project, Room 204 is served by four (4) 20amp circuits (Panel 2UA CKTS 33, 35, 37, 39) Room 205 is served by two (2) 20amp circuits (Panel 2UA CKTS 19,21) Room 210 desks are served by ten (10) 20amp circuits (Panel 2UA CKTS 23, 25, 26, 27, 28, 29, 30, 31, 32, 34) The desk specifically noted with key note #8 on sheet A-122 is served by Panel 2UA CKT 31 Wall outlets in this room are served by one (1) 20amp circuit (Panel 2LA CKT 10) These documents will be accessible to the successful, selected respondent

Q2: Reference Specification 011100-2 Paragraph 1.3 Work Sequence: What are the allowable working hours for construction activities? What is the scheduled use of construction area and current occupants? Will night and weekend work be required?

A2 The "situation room" is an active City, Emergency Operations Center The area will not be supporting operations on a regular basis The EOC is activated only to support large-scale, emergency situations in the City/Region Construction activity should be limited to Monday – Friday, 8 AM – 5 PM unless authorized otherwise by the City

Q3. Reference Specification 011100-2 Paragraph 1.4 Contractor Use of Premises:
Will the City provide a lay down area for material storage? Will the City provide an on-site storage area for computer and audio/visual equipment?

A3 Yes, the City will provide area for material storage, site will be located on or near project premises

Questions submitted 11/26/2012

Q1: Does Genetec replace both Vigilant and Verint at the Port? (i.e. No requirement to integrate with Verint or Vigilant?)

A1 Yes

Q2: Total number of cameras at the Port?

A2 130

Q3: Make/model of video management system in police cars?

A3 The City doesn't have In-Car Video management system. However, there are 14 cars equipped with the LPR camera system

Q4: Total count (14 mentioned in RFP), is this correct?

A4 Yes

Q5: Make/model of LPR system?

A5 LPR Federal Signal - Boss Version 3.0 (formerly PIPS)

Q6: Is LPR system integrated into video management system, or is it stand-alone?

A6 Stand alone

Q7: Is this the same count as VMS in the police cars?

A7 There is not a connection to VMS in police cars

Q8: Make/model of GIS for Port?

A8 ESRI GIS System

Q9: Make/model of GIS for City?

A9 ESRI GIS System

Q10: Are both 8 & 9 to be integrated as part of the bid price?

A10 The City and Port do not anticipate integrating their GIS systems with one another. However, both have been identified as candidates to be integrated into the PSIM solution per the Concept of Operations and Technology Linkage Documents,

Q11: Make/model of City-wide Intelligent Transportation System? Number of cameras?

A11 Currently there are 30 cameras (HD AXIS) installed, however plans are in place to further expand the network

Q12 Page 8 of the document titled "Concept of Operations (CONOPS)" lists 16 distinct subsystems "that can be linked and integrated into the DAC". Which of these are required to be integrated as part of our bid response? Page 9 states that the systems listed in 2.5 a/b (page 8) are those to be integrated. Is this correct?

A12 Please refer to "The core project goals of Part A/DAC-TLS " on pages 6-7 of the RFP Specifically 1) Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC, 2) Based on review of the Technology Linkage Document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements, 3) Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC Provide a complete project plan to implement each system identified and provide an implementation timeline for each system identified, 4) Provide the deployment and integration of a Physical Security Information Management (PSIM) software system "most" conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port City and Port system identified to be accessible in the DAC shall be prioritized for the purposes of system integration into the PSIM The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline Provide a complete project plan to integrate each system identified into the PSIM and provide a PSIM implementation timeline for each system identified

Q13: What crime tracking software does the Police Department use? What is the City's intention of transferring data and communicating between the DAC and the Police's crime tracking system?

A13 Primarily the Police RMS system is used for tracking all the crimes City will consider it, as long as proposed solution complies with the DOJ CLETS and FBI CJIS policies and procedures

Q14. Other than the workstations at the DAC, do you want workstations at the Port, Police Station or any other locations?

A14 Workstations at additional locations are not included in the scope However, the access to "the system" should be available wherever the City and Port have network connectivity

Q15. What is the manufacturer and service provider for the City's Intelligent Traffic System?

A15 City is using Naztec ATMS now ITS software platform

Q16: Per page 15, 3.0 Existing Technology Systems to be Integrated Into DAC, for each of the systems, will the APIs/SDKs or required integration tool kits be made available either by the Port, City of Oakland, or via the identified manufacturers?

A16 No

Q17: Some manufacturers require API/SDK or similar licensing on the server in order for other systems to connect via API/SDK/similar Will the Port/City of Oakland procure all required licenses from the manufacturers if needed?

A17 The Selected Respondent will be required to procure and obtain all required licenses from manufacturers

Q18: On page 2 of the RFP, there is listing of “applicable programs”. One program listed is Buy American Program. On the City’s Contracts and Compliance website, we were unable to find information about the City’s Buy American Program. Would you please elaborate on where information on the City’s Buy American Program may be found and how it applies to this project (e.g., construction work only)? Or is this an ARRA requirement and if so do any waivers apply?

*A18 <http://www.doi.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm#goHere12>
Go to Exhibit 12-E (post –July 2012, Attachment M for the Buy America language (OB12-04)*

Q19: Which systems have the highest priority to integrate with the PSIM?

A19 Please refer to “The core project goals of Part A/DAC-TLS ” on pages 6-7 of the RFP Specifically 1) Based on review of the CONOPS and Technology Linkage Documents, validate City and Port Systems to be accessed in the DAC, 2) Based on review of the Technology Linkage Document, and additional necessary investigation, assess existing network infrastructure requirements and identify additional requirements, 3) Make necessary network infrastructure improvements and make the identified City and Port systems available, on a single user interface, in the DAC Provide a complete project plan to implement each system identified and provide an implementation timeline for each system identified, 4) Provide the deployment and integration of a Physical Security Information Management (PSIM) software system “most” conducive to all DAC-TLS integration expectations that best provide for a common operating picture between City and Port City and Port system identified to be accessible in the DAC shall be prioritized for the purposes of system integration into the PSIM The systems integrator shall identify what City and Port systems can be integrated into the PSIM based on system importance, project budget, and timeline Provide a complete project plan to integrate each system identified into the PSIM and provide a PSIM implementation timeline for each system identified

Q20. Is there a TWIC requirement to work on this system?

A20 No

Q21: Spec Section 27 24 00, Part 2, 2.01, A, 1, d. Program Audio – States “Audio will be monitored at existing user headset stations where sources can be self-selected”. Please clarify the method the existing headset stations use to select audio sources and will this be a function of the control system, or will this be a logic function?

A21 Each station has a 12 channel rotary dial selector

Q22 Spec Section 27 24 00, Part 2, A, 1, d. Program Audio – States there is an “existing distributed speaker system within the situation room”, however Drawing AV-701 shows Qty (12) ceiling loudspeakers, but does not specify them as “Existing” or “OFE”. Please clarify the loudspeakers in the Situation Room are Existing or are to be provided and installed as part of the scope of work

A22 This is a correction Program audio will be provided through the two (2) existing EAW speakers mounted on the front cross beam Speakers are 8 ohm See Addendum #2

Q23: Drawing AV-301 shows QTY (2) OFE Displays in Room 203 are to receive feeds from the AV Matrix switcher, however Room 203 is not mentioned in the Specification Section 27 24 00, and Room 203 appears to be lined/grayed out on other project drawings such as AV-122. Please clarify the AV feeds to the OFE displays in Room 203 are in scope or out of scope.

A23 The displays shall be able to receive any of the feeds directed to the videowall The feeds will be selected from the control panel in the main DAC area See Addendum #2

CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road P O Box 1615, Warren, New Jersey 07061-1615
Phone (908) 903-3656

FEDERAL INSURANCE COMPANY

PERFORMANCE BOND

ISSUED IN SIX (6) COUNTERPARTS

Bond No. 8232-05-07

Amount \$2,658,688.00

KNOW ALL MEN BY THESE PRESENTS,

That we, Science Applications International Corporation

(hereinafter called the Principal),

as principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Oakland

(hereinafter called the Obligee),

in the sum of Two Million Six Hundred Fifty Eight Thousand Six Hundred Eighty Eight and no/100ths (\$2,658 688 00) the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present

Sealed with our seals and dated this 7th day of March, 2013

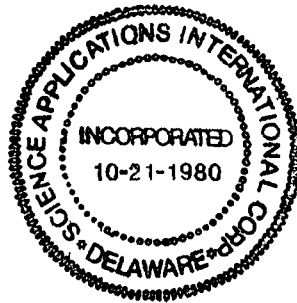
WHEREAS, the Principal entered into a certain Contract with the Obligee, dated,
Provide Professional Services to Design/Build/Maintain City of Oakland/Port of Oakland Joint Domain Awareness Ctr
Part B - Existing Building Improvements \$245,705 00
Part A - Technology Linkage System (\$2,412,983 00)
City Project Number 20710-1

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void, otherwise shall remain in full force and effect, subject however, to the following conditions

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor



Science Applications International Corporation

Principal

By

A handwritten signature in cursive script, appearing to read "Steven P. Rosen", written over a horizontal line.

Federal Insurance Company

By

A handwritten signature in cursive script, appearing to read "Natalie K. Trofimoff", written over a horizontal line.

Natalie K. Trofimoff, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

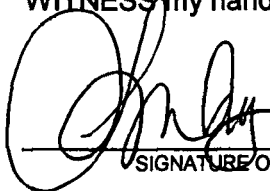
On March 7, 2013 before me, B Wong, Notary Public

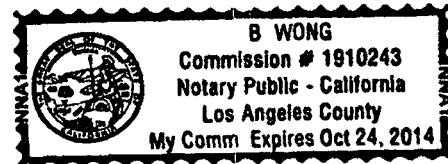
personally appeared, Natalie K Trofimoff

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal


SIGNATURE OF NOTARY



Notary Public Seal

OPTIONAL

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☐ CORPORATE OFFICER

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☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

Signer's Name _____

☐ INDIVIDUAL

☐ CORPORATE OFFICER

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☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

Signer is representing

NAME OF PERSON(S) OR ENTITY(IES)

Signer is representing

NAME OF PERSON(S) OR ENTITY(IES)



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Cesar F. Javier, Jeffrey Strassner, Patricia S. Talavera, Natalie K. Trofimoff and Brenda Wong of Los Angeles, California

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business and any instruments amending or altering the same and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **25th** day of **January**, **2012**

Kenneth C. Wendel
Kenneth C. Wendel Assistant Secretary

David B. Norris Jr.
David B. Norris Jr., Vice President

STATE OF NEW JERSEY

ss

County of Somerset

On this **25th** day of **January**, **2012** before me a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney and the said Kenneth C. Wendel, being by me duly sworn did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies, and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies and that the signature of David B. Norris Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris Jr. and was thereto subscribed by authority of said By- Laws and in deponent's presence

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I Kenneth C. Wendel Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U S Treasury Department; further Federal and Vigilant are licensed in Puerto Rico and the U S Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

day of

MAR 07 2013



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail surety@chubb.com

CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road P O Box 1615, Warren, New Jersey 07061-1615
Phone (908) 903-3656

FEDERAL INSURANCE COMPANY

PAYMENT BOND EXECUTED IN SIX (6) COUNTERPARTS

Bond No. 8232-05-07

Amount \$154,035.00

KNOW ALL MEN BY THESE PRESENTS,

That we, **Science Applications International Corporation** (hereinafter called the Principal), as principal, and the **FEDERAL INSURANCE COMPANY**, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Oakland

(hereinafter called the Oblige),

in the sum of **One Hundred Fifty Four Thousand Thirty Five and no/100ths (\$154,035.00)** and for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present

WHEREAS, the Principal entered into a certain Contract with the Oblige,

City of Oakland/Port of Oakland Joint Domain Awareness Center
for Payment portion of Part B – subcontractor value of construction portion
City Project Number 20710-1

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay all lawful claims of sub-contractors, materialmen, or laborers for labor performed or materials furnished directly to the Principal, in the performance of said Contract, we agreeing that this bond shall be for the benefit of any sub-contractor, materialmen or laborer having a just claim, then this obligation shall be void, otherwise to remain in full force and effect, subject, however to the following condition


No suit or action shall be commenced hereunder by any claimant

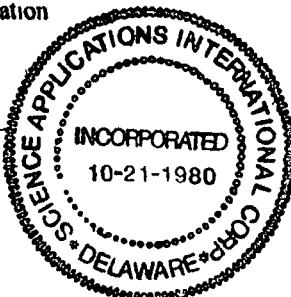
- a) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law
- b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere

Sealed with our seals and dated this 7th day of March, 2013

Science Applications International Corporation

Federal Insurance Company


Principal



By 
Natalie K. Trofimoff, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles


On March 7, 2013 before me, B Wong, Notary Public

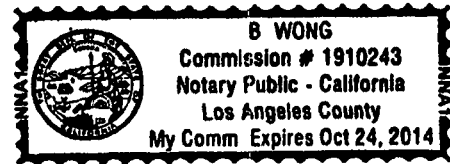
personally appeared, Natalie K Trofimoff

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal


SIGNATURE OF NOTARY



Notary Public Seal

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Signer is representing

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**Chubb
Surety**

**POWER
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ATTORNEY**

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Kenneth C. Wendel
Kenneth C. Wendel Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss

On this 25th day of January, 2012 before me a Notary Public of New Jersey, personally came Kenneth C. Wendel to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies, and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority and that he is acquainted with David B. Norris, Jr. and knows him to be Vice President of said Companies and that the signature of David B. Norris, Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr. and was thereto subscribed by authority of said By Laws and in deponent's presence

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MAR 07 2013



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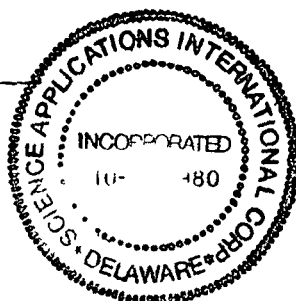
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By 
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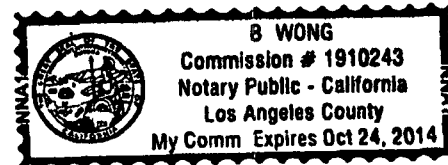
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☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

Signer is representing

NAME OF PERSON(S) OR ENTITY(IES)

Signer's Name _____

☐ INDIVIDUAL

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Kenneth C. Wendel
Kenneth C. Wendel Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss

County of Somerset

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Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel Assistant Secretary of FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U S Treasury Department; further Federal and Vigilant are licensed in Puerto Rico and the U S Virgin Islands, and Federal is licensed in American Samoa Guam and each of the Provinces of Canada except Prince Edward Island and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren NJ this

day of

MAR 07 2013



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail surety@chubb.com



CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No _____

Department _____ Contract/Proposal Name _____

This is an ☒ Original ☐ Revised form (check one) If Original, complete all that applies If Revised, complete Contractor name and any changed data

Contractor Name SAIC Phone (614) 975-9155

Street Address 1710 SAIC Drive City McLean State VA Zip 22102

Type of Submission (check one) ☐ Bid ☒ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any) A majority owner is a person or entity who owns more than 50% of the contracting firm or entity

Individual or Business Name _____ Phone _____

Street Address _____ City _____ State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods Violators are subject to civil and criminal penalties

I have read Oakland Municipal Code Chapter 3 12, including section 3 12 140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3 12 080

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland

Thomas A Elliott

Digitally signed by Thomas A Elliott
DN: cn=Thomas A Elliott, o=SAIC, ou,
email=thomas.a.elliott@saic.com,
c=US
Date: 2012.11.14 11:30:00 -0500

Signature

Thomas A Elliott

Print Name of Signer

12 / 10 / 12

Date

Contracts Manager

Position

To be Completed by City of Oakland after completion of the form

Date Received by City ____/____/____ By _____

Date Entered on Contractor Database ____/____/____ By _____



DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

**PROFESSIONAL SERVICES TO DESIGN/BUILD/MAINTAIN CITY OF
OAKLAND/PORT OF OAKLAND JOINT DOMAIN AWARENESS CENTER**

Funded under the American Recovery and Reinvestment Act of 2009 (ARRA)

- Complete and submit this form with your Bid or Proposal.
- Your failure to submit your D-U-N-S Number may result in your submission being deemed non-responsive See Project Documents for further details

CONTRACTOR NAME Science Applications International Corporation

BUSINESS ADDRESS (D-U-N-S Number Location):

Street: 1710 SAIC Drive

City McLean

State VA

ZIP Code 22102

D-U-N-S Number: 83-306-3055

Contact Name Melanie Ludwig

Telephone Number 703-862-3146

SCHEDULE E

PROJECT CONSULTANT TEAM LISTING



五

[illegible]

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only

* (M = Male) (F = Female)

(Revised as of 6/06)

OAKLAND
Calif. 94612

SAIC

Company Name.

Signed

[illegible]

Attach additional page(s) if necessary
Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only
* (AA= African American) (AI= Asian Indian) (AP= Asian Pacific) (C= Caucasian) (H= Hispanic) (NA= Native American) (O= Other) (NL= Not Listed)

(Revised as of 04/02/08)

EXHIBIT **29**
VIDSYS MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (the "L&S Agreement") is made by and between VidSys, Inc., having a mailing address at 8219 Leesburg Pike, Suite 250, Vienna, VA 22182 ("VidSys") and SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, having its address at 3465 Box Hill Corporate Center Drive, Abingdon, MD 21009 ("Company"). VidSys and Company may be referred to individually in this agreement as a "Party" or collectively as the "Parties."

WHEREAS, VidSys has developed or acquired certain Software as more fully described in this Agreement, and

WHEREAS, Company desires to license and use the Software and obtain certain related installation, maintenance or support services as more fully described in this Agreement

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, VidSys and Company do hereby respectively agree as follows

1. DEFINITIONS

"Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party. For purposes of this definition, an entity "controls" another entity if it has the power to direct the management and policies of the other entity, through ownership of 50% or more of the voting securities of an entity, representation on its board of directors or other governing body, or by contract.

"Attachment" means a written document executed by each of the Parties that is subject to the terms of this Agreement and that sets forth the Software licensed by VidSys to Company.

"Deliverable" means developments, work product and deliverables resulting from any Services performed by VidSys under this Agreement and the applicable SOW.

"Documentation" means the technical and user manuals delivered by VidSys along with the Software. Specifically excluding VidSys' advertising and marketing materials.

"Intellectual Property Rights" means, with respect to a Party, all tangible and intangible, now known or hereafter existing right, title and interest in and to patents, designs, trade secrets, Confidential Information, trademarks (whether registered or unregistered), copyrights, moral rights, mask work rights, service marks, trade names, domain names, logos, business names, product names and other intellectual property of such Party.

"Malicious Code" means a routine, program or code which has been intentionally designed, created or implemented by VidSys to allow unauthorized access to, or use of, the Software by VidSys or any third party or to cause the Software to malfunction.

"Services" means the professional services to be performed by VidSys as set forth in one or more SOW(s).

"Software" means the software owned or distributed by VidSys and identified and described in an Attachment, as well as all copies and translations thereof.

"Statement of Work" and **"SOW"** each means a written Statement of Work document executed by both Parties that is subject to the terms of this Agreement and that sets forth the Services to be performed by VidSys for the benefit of Company.

2. LICENSE, DELIVERY

a License Subject to Company's strict compliance with the terms and conditions of this Agreement, VidSys hereby grants to Company, and Company hereby accepts, a non-exclusive, non-transferable (except as otherwise may be provided in Section 12(g) of this Agreement), non-sub-licensable, nonexclusive, limited right and license to use an object code version of the Software and accompanying Documentation solely for Company's internal business purposes, subject to the terms and conditions of any Documentation, this Agreement and the applicable Attachment(s). An Affiliate of Company may contract for Software and Services by executing an Attachment or SOW, as applicable. Each Affiliate executing an Attachment or SOW is agreeing to be bound by the terms and conditions of this Agreement. In such case, a Company Affiliate shall be deemed to be "Company" and a "Party" for purposes of this Agreement.

b Restrictions Except as expressly set forth in this Agreement or the applicable Attachment, Company shall not and shall not authorize or permit any third party to: (i) permit any third party to access any Software and/or Deliverables except as permitted herein or in an Attachment or SOW, (ii) reproduce, translate, or otherwise copy, enhance, add to, or modify the Software and/or Deliverables, (iii) reverse assemble, reverse engineer or decompile, disassemble, create derivative works of or copy the Software and/or Deliverables, (iv) remove, alter or obscure any proprietary notice, labels or marks on any component or portion of the Software and/or Deliverables, (v) develop any computer software system, subsystem or module that incorporates or otherwise uses elements of the Software, (vi) use the Software to operate as a service bureau, ASP, or hosting service, in each case without the prior written authorization of VidSys, such authorization to

be exercised in the sole discretion of VidSys, and/or (vi) access the Software and/or Deliverables in order to build a competitive product or service or to copy any features, functions or graphics of the Software and/or Deliverables. In addition to the above, Company will not export, re-export or transfer, whether directly or indirectly, the Software, Deliverables and/or any materials (collectively, the "VidSys Materials") provided to it by VidSys pursuant to this Agreement, or any system containing the VidSys Materials, outside the country to which VidSys delivers the VidSys Materials, without first complying with all applicable import and export laws of the United States of America, the country in which the VidSys Materials were delivered, as well as the country into which the VidSys Materials are to be imported. Any use of the Software and/or Deliverables by Company that is not expressly permitted in this Agreement is strictly prohibited.

c Audit. Company agrees to maintain complete and accurate records in accordance with generally accepted accounting principles with respect to matters necessary to ensure Company's compliance with this Agreement. VidSys will have the right, at its own expense and upon reasonable prior notice, periodically to inspect and audit the records of Company with respect to matters covered by this Agreement. If such inspection and audit reveals that Company has underpaid VidSys with respect to any amounts due and payable during the period to which such inspection and audit relate, Company shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 3(c). Such inspection and audit rights shall extend throughout the term of this Agreement and for a period of 3 years thereafter.

d Delivery and Acceptance. VidSys shall use its reasonable commercial efforts to deliver the Software licensed by Company as set forth on each Attachment. Delivery will be deemed completed once VidSys provides Company with the access codes required to enable Company electronically to download the applicable Software. Software will be deemed accepted upon the provision to Company by VidSys of the access codes to a site that allows electronic downloads.

3 SERVICES. VidSys shall provide those Services and deliver those Deliverables to Company as specifically set forth in one or more SOW. Upon Company's request, VidSys will prepare an SOW that will include an estimate of time and fees required to perform the Services and develop the Deliverables. In order to be valid and binding on the Parties, all SOWs must be executed by an authorized representative of each Party. Each fully executed SOW will form a part of this Agreement and be subject to the terms and conditions set forth herein.

4 FEES AND PAYMENT

a Fees. Company shall pay all fees specified in all Attachments and/or SOWs, and – if reimbursable expenses are

included in project pricing – shall reimburse VidSys, at VidSys' actual cost and without mark-up, for VidSys' actual reasonable travel expenses that are incurred as a result of VidSys' performance hereunder. Except as otherwise specified in this Agreement, and Attachment or an SOW, fees are quoted and payable in United States dollars.

b Payment. VidSys will submit an invoice for all Software licensed and/or Services rendered as set forth in each Attachment and SOW, as applicable. Unless otherwise agreed in an Attachment or SOW, all VidSys invoices are payable no later than thirty (30) days from the date of the invoice. All fees payable under this Agreement shall be made without recoupment or set-off.

c Overdue Charges, Acceleration, Collections Fees. If any fees are not received from Company by the due date, then at VidSys' discretion, such charges may accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. If any amount owing by Company under this Agreement is thirty (30) or more days overdue, VidSys may, without limiting VidSys' other rights and remedies, accelerate Company's unpaid fee obligations so that all such obligations become immediately due and payable, and suspend provision of Services to Company until such amounts are paid in full. Company shall pay on demand all of VidSys' reasonable attorney fees and other costs incurred by VidSys to collect any fees or charges due VidSys under this Agreement following Company's breach of this Section 4.

d Payment Disputes. VidSys shall not exercise VidSys' rights under Section 4(c) if the applicable charges are under reasonable and good-faith dispute and Company is cooperating diligently to resolve the dispute.

e Taxes. Unless otherwise stated, VidSys' fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Except for taxes assessable against VidSys based on VidSys' income, Company is responsible for paying all Taxes associated with Company's purchases hereunder. If VidSys has the legal obligation to pay or collect Taxes for which Company is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Company in accordance with Section 4(b), unless Company provides VidSys with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. PROPRIETARY RIGHTS

a Reservation of Rights. Subject to the limited rights expressly granted hereunder, VidSys, for itself and on behalf of its licensors, reserves all rights in the Software and all Deliverables that are not expressly granted to Company in this Agreement. Company acknowledges and agrees that, except

as specifically set forth in this Agreement, the Software and Deliverables are licensed, not sold, by VidSys to Company, and VidSys owns all rights, title and interest in and to the Software and Deliverables including all rights, title and interest in and to any and all improvements, modifications, derivative works and innovations of, to and/or involving the Software and/or Deliverables, even if such improvements, modifications, derivative works or innovations result from suggestions, enhancement requests, recommendations or other feedback provided by Company. Company agrees not to challenge, directly or indirectly, the right, title, and interest of VidSys in and to the Software or Deliverables, and further agrees not to directly or indirectly, register, apply for registration, or attempt to acquire any legal protection for any of the Software and/or Deliverables.

b Deliverable License With regard to any Deliverables developed by VidSys for Company pursuant to the terms of an SOW, subject to Company's strict compliance with the terms of this Agreement and the applicable SOW, VidSys hereby grants to Company a license to use such Deliverables pursuant to Section 2 above.

c Federal Government End Use Provisions VidSys licenses the Software and Deliverables, including related software and technology, for ultimate federal government end use solely in accordance with the following Government technical data and software rights related to the Software and Deliverables include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with VidSys to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

6 CONFIDENTIALITY

a Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. VidSys' Confidential Information shall include the Software, Documentation and Deliverables, and Confidential Information of each Party shall include the terms and conditions of this Agreement and all Attachments and SOWs, as well as business and marketing plans, research, development, services, customers, customer lists, designs, drawings, technology and technical information, products, product plans and designs,

software, developments, inventions, processes, formulas, finances, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information.

b Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein and for whom the Receiving Party remains fully liable.

c Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

d Injunctive Relief Each Party acknowledges that the extent of damages in the event of any threatened or actual breach of this Section 5 would be difficult or impossible to ascertain and that there will be available no adequate remedy at law in the event of any such breach. Each Party therefore agrees that in the event it breaches any provision of this Agreement, the other Party will be entitled to specific performance and injunctive or other equitable relief, in addition to any other relief to which it may be entitled at law or in equity. Any such relief shall be in addition to and not in lieu of any appropriate relief in the form of monetary damages.

7 WARRANTIES AND DISCLAIMERS

a VidSys' Warranties VidSys warrants to Company that the Software will perform substantially in accordance with the

Documentation for a period of thirty (30) days from delivery of the Software by VidSys to Company (the "Warranty Period") If Company notifies VidSys during the Warranty Period of a reproducible error with the Software that does not perform substantially in accordance with the Documentation, then VidSys shall, at VidSys' sole discretion (i) provide a correction or a workaround for such error, (ii) replace the Software with Software that conforms with the Documentation, or (iii) refund the license fees paid by Company for such Software upon return of the Software to VidSys The foregoing warranty shall not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (i) any use of the Software other than in accordance with the Documentation and this Agreement, (ii) modification of the Software, or (iii) any combination of the Software with software, hardware or other technology not provided by VidSys under this Agreement, to the extent the combination is the cause of the failure to conform The foregoing shall be VidSys' sole, entire and exclusive liability and remedy for any breach of any warranty With regard to any Services performed by VidSys in accordance with an SOW, VidSys warrants that it will perform such Services in a professional and workmanlike manner using qualified personnel

b Mutual Warranties Each Party represents and warrants that (i) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder, (ii) its execution, delivery and performance of this Agreement will not conflict with or result in a breach or other violation of any agreement or other third party obligation by which it is bound, (iii) when executed and delivered, this Agreement will constitute its legal, valid and binding obligation enforceable against it in accordance with its terms, (iv) it will comply with all applicable laws in its performance of this Agreement, and (v) it will not intentionally transmit to the other Party any Malicious Code (except for Malicious Code previously transmitted to the warranting Party by the other Party)

c Disclaimer EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, VIDSYS MAKES NO, AND COMPANY HEREBY WAIVES AND DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SOFTWARE, DOCUMENTATION, SERVICES AND DELIVERABLES CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ERROR-FREE OR UNINTERRUPTED SERVICE, OR ALL IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE FURTHERMORE, THE SOFTWARE AND DELIVERABLES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND VIDSYS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS

8 INDEMNIFICATION

a Indemnification by VidSys VidSys shall defend Company against any claim, demand, suit, or proceeding ("Claim") made or brought against Company by a third party alleging that use of any Software as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Company for any damages finally awarded against, and for reasonable attorney's fees incurred by, Company in connection with any such Claim, provided that Company (a) promptly gives VidSys written notice of the Claim, (b) gives VidSys sole control of the defense and settlement of the Claim (provided that VidSys may not settle any Claim unless the settlement unconditionally release Company of all liability), and (c) provides to VidSys all reasonable assistance, at VidSys' expense VidSys shall have no liability under this Agreement with respect to any Claim based upon (i) combination or use of the Software with equipment, products, systems, software, materials or processes not furnished by VidSys if, absent such combination, no infringement would exist, or (ii) use of the Software which use breaches this Agreement If Company's use of the Software hereunder is, or in VidSys' opinion is likely to be, enjoined due to a Claim, then VidSys may (i) procure for Company the right to continue using such Software under the terms of this Agreement, (ii) replace or modify the applicable Software so that it is non-infringing and substantially equivalent in function to the enjoined Software, or (iii) terminate Company's right to access and use the Software and refund any unused, prepaid fees covering the remainder of the term after the effective date of such termination

b Exclusive Remedy THE PROVISIONS OF THIS SECTION 8 STATE THE EXCLUSIVE LIABILITY OF VIDSYS AND THE EXCLUSIVE REMEDY OF COMPANY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY OR TRADE SECRET MISAPPROPRIATION OR INFRINGEMENT BY THE SOFTWARE AND/OR DELIVERABLES, ANY PART THEREOF, AND ANY MATERIAL OR SERVICES PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER REMEDIES, LIABILITIES, AND OBLIGATIONS

9. LIMITATION OF LIABILITY EXCEPT FOR DAMAGES ARISING FROM A BREACH OF SECTIONS 2 AND 6, NEITHER PARTY WILL BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY), TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFIT, BUSINESS OR DATA) ARISING OUT OF THIS AGREEMENT THE AGGREGATE LIABILITY OF VIDSYS AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE FEES PAID BY COMPANY TO VIDSYS FOR THE SOFTWARE AND/OR SERVICES TO WHICH COMPANY'S CLAIM RELATES

10 TERM AND TERMINATION

a Term of Agreement This Agreement commences on the Effective Date and continues until all Attachments and SOWs have expired or been terminated in accordance with this Agreement. If no Attachments or SOWs are in effect, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

b Termination for Cause A Party may terminate this Agreement for cause: (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

c Effect of Termination Termination of this Agreement shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Upon any termination of this Agreement, each Party will: (i) immediately discontinue all access to and use of the other Party's Confidential Information, (ii) delete the other Party's Confidential Information from its computer storage or any other media, including online and off-line libraries, (iii) return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession, and (iv) promptly pay all amounts due and remaining payable hereunder. Termination of this Agreement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

d Surviving Provisions Sections 2(c), 4, 5, 6, 9, 10(c), 10(d), 11, and 12 shall survive any termination or expiration of this Agreement.

11 NOTICES, GOVERNING LAW AND JURISDICTION

a Notices Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally, (b) by overnight courier, upon written verification of receipt, (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission, or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be sent to the addresses provided above, and any notices sent to VidSys shall be sent to the attention of "CFO." Either Party may designate a different address by providing written notice to the other Party.

b Governing Law and Jurisdiction This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the Commonwealth of Virginia, as

such laws are applied to agreements entered into and to be performed entirely within Virginia between Virginia residents. Each of the Parties irrevocably consents and submits to the exclusive personal jurisdiction of the state and federal courts located in the Commonwealth of Virginia for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Virginia, such personal jurisdiction shall be nonexclusive. Both Parties waive any right to assert the doctrine of forum non convenienc or otherwise object to the jurisdiction or venue of such courts. The Parties also agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by the Commonwealth of Virginia or any other state in any form. Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

c Waiver of Jury Trial Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12 GENERAL

a Relationship of the Parties. The Parties will perform hereunder as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the Parties.

b No-Hire Company agrees not to solicit actively and/or hire any employees or contractors of VidSys who have directly or indirectly been involved in the provision of Services under this Agreement without the prior written consent of VidSys. Company's obligations under this Section 12(b) shall continue for a period of one (1) year after termination of this Agreement, without regard to conflict of law principles.

c No Third-Party Beneficiaries There are no third-party beneficiaries to this Agreement, and the Parties acknowledge that this Agreement is intended solely for the benefit of the Parties, their successors and permitted assigns, and nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

d Force Majeure VidSys shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of VidSys. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

e Publicity Company agrees that VidSys may include Company's name in a representative customer list provided that Company is listed in the same typeface and font size as its other customers and VidSys does not state that Company recommends or endorses VidSys or its products. Further, Company hereby agrees that VidSys may use Company's corporate name and logo in VidSys' marketing materials, including identification on the VidSys website.

f Waiver and Cumulative Remedies, Severability No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

g Assignment. Neither Party will have the right to assign this Agreement without the written consent of the other Party, provided, however, that VidSys will have the right to assign this Agreement to an Affiliate of VidSys or pursuant to a merger, consolidation, reorganization or sale of all or substantially all of the assets of the business to which this Agreement relates. Any assignment in violation of the foregoing provision shall be void and of no effect, and a Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

h Headings, Contract Interpretation The captions to the Sections of this Agreement are not a part of this Agreement but are merely guides or labels to assist in locating and reading the Sections hereof. The terms "this Agreement," "herein," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof. Except as expressly provided otherwise, references herein to "days" are to calendar days. Any use of the term "including" in this Agreement shall be construed as if followed by the phrase "without limitation."

i Entire Agreement, Counterparts This Agreement, including all Attachments and SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement (as well as any Attachment and/or SOW) shall be effective unless in writing and signed by an authorized representative of each Party. However, unless otherwise expressly agreed in an Attachment and/or SOW, if the terms of this Agreement conflict with the terms of any Attachment and/or SOW, the terms of this Agreement will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Company's purchase order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.