5.7.2.1 EBI – Construction Services

As the prime contractor systems integrator for this project, a certified Oakland Local Business Enterprise (LBE), and through our wholly owned subsidiary SAIC/Benham Corporation, SAIC holds an active California General Building Contractor Class-B License (#872860). Our subcontractor who will lead the PART-B EBI work scope for this project BBI Construction holds both active Class-A and Class-B General Building Contractor Licenses (#767890) in California. BBI Construction is also an Oakland LBE and has an office located at 1155 Third Street, Suite 230 in Oakland, in close proximity to the Oakland EOC and the Port of Oakland office headquarters, as well as in close proximity to the SAIC Oakland offices at 100 Broadway Street in Downtown Oakland.

For the PART-B EBI works scope delivery efforts, as a member of the SAIC team, BBI Construction will focus their efforts on oversight and management to satisfactorily complete delivery requirements for the PART-B EBI work scope. The following provides additional detail as to the work efforts per the sub task activities currently planned and programmed in the project delivery schedule. The references made herein to the SAIC team reflect that SAIC as the prime contractor system integrator has primary and overall responsibility for delivery with the support of its team. Specific work steps to be performed under this construction work effort are outlined here as follows:

- Construction Design and Submittal Package
- City Building Department Review
- Construction Mobilization and Demolition
- Construction Rough-In
- Construction Rough-In City Building Department Inspection
- Construction Finishes
- Final Construction City Building Department Inspection
- Construction Punch List
- Final Customer Acceptance and Close-out Documents

Construction Design Preparation and Submittal Package

SAIC team will develop the construction design package and the submittal package and these packages will be submitted to the Oakland City Building Department for expedited review and approval. SAIC team will complete this subtask effort within a three (3) week time period. SAIC team assumes that the City will work collaboratively and efficiently with SAIC team to complete the construction design. SAIC team outcomes for this work effort are that the PART-B EBI Construction Design Package and a Submittal Package delivered for City Review-Approval.

City Building Department Review Support

Following submission of the construction design package and the submittal package to the City Building Department, SAIC team will be available to provide clarifications or changes as may be necessary to obtain approvals. SAIC team assumes the City Building Department will complete their review-approval within a two (2) week period. SAIC team assumes the City will expedite the review process as well as quickly engage the SAIC team for clarifications. SAIC team outcomes for this work effort are for the City to complete its expedited review and provide SAIC team with approvals to proceed with construction.

Construction Mobilization and Demolition

Once design plans/submittals have been approved by the City, SAIC team will mobilize the construction work force and perform demolition at the Emergency Operations Center (EOC). SAIC team proposes to complete this subtask within a two (2) week period. SAIC team assumes the City will make necessary

provisions to provide appropriate EOC access to construction workforce. SAIC team outcomes for this work effort are to complete mobilization and demolition and all construction refuse appropriately removed.

EBI Construction Rough-In

SAIC team will perform the rough-in construction in the Oakland EOC in adherence to the guidelines and occupancy restrictions and/or conditions set forth by the Oakland City/Port customer. SAIC team will complete this subtask within a three (3) week period. SAIC team assumes the City will make necessary provisions to provide appropriate EOC access to construction workforce. SAIC team outcomes for this work effort are to complete construction rough-in and make ready to schedule for City Building Department inspection.

City Building Department Inspection of EBI Post-Construction Rough-In

SAIC team will contact the City Building Department and schedule and coordinate the City's inspection of the completed construction rough-in. SAIC team will be readily available to support the City's rough-in inspection process and will record and remedy any construction deficiencies identified by the City. SAIC team will coordinate with the City to schedule the rough-in inspection on a specific one (1) day date. SAIC team assumes the City will quickly communicate to SAIC team any rough-in construction discrepancies and remedies. SAIC team outcomes for this work effort are to have City complete rough-in inspection and provide SAIC team approvals to proceed with construction finishes and/or a list of issues that need remedy before an inspection approval can be obtained to proceed with next step finishes.

EBI Construction Finishes

SAIC team will perform the construction finishes in the Oakland EOC in adherence to the guidelines and occupancy restrictions and/or conditions set forth by the Oakland City/Port customer. SAIC team will complete this subtask within a three (3) week period. SAIC team assumes the City will make necessary provisions to provide appropriate EOC access to construction workforce. SAIC team outcomes for this work effort are to complete construction finishes and make ready to schedule for City Building Department inspection.

City Building Department Final Inspection of EBI Post-Construction Finishes

SAIC team will contact the City Building Department and schedule and coordinate the City's inspection of the completed construction finishes. SAIC team will be readily available to support the City's finishes inspection process and will record and remedy any construction deficiencies identified by the City. SAIC team will coordinate with the City to schedule the finishes inspection on a specific one (1) day date. SAIC team assumes the City will quickly communicate to SAIC team any finish construction discrepancies and remedies. SAIC team outcomes for this work effort is to have the City complete final inspection of construction finishes and provide SAIC team with an EBI Construction Punch List or final approvals that EBI construction has been satisfactorily completed.

EBI Construction Punch List

If post City Final Inspection identifies discrepancies that require remedy, the SAIC team in collaboration with the City will develop an EBI Construction Punch List describing the items that must be corrected before the City will agree to issue a final approval that the EBI construction has been satisfactorily completed. SAIC team proposes that the remedy of issues on an anticipated Punch List to be completed around ten (10) days, pending the severity and complexity of the discrepancies. SAIC team assumes City will make necessary provisions to provide appropriate EOC access to construction workforce. SAIC team outcomes for this work effort is to have the City's complete Punch List items remedied and City re-inspects and provides final approvals verifying PART-B EBI construction work scope satisfactorily completed.

Final Review and Close-Out Documentation

SAIC team will coordinate a final customer walk-through review of all EBI construction and will prepare and submit documentation as part of this subtask close-out effort. SAIC team proposes to complete this subtask within a two (2) week period. SAIC team will determine acceptance criteria for documentation deliverables in consultation with City. SAIC team outcome for this work effort is to have PART-B EBI construction close-out documents delivered and City-customer acknowledges EBI construction complete.

5.7.2.2 EBI – Architecture Design Services

Under the direction management of SAIC and BBI Construction, architecture and design service will be provided by Michael Willis Associates (MWA) whose firm previously supported BBI Construction in the original architecture-design-build of the current existing Oakland EOC where the DAC is reside under this work scope. The PART-B EBI Architecture Design Services (ADS) are to be completed in conjunction with the other work efforts of the overall PART-B EBI work scope. The architecture design services are detailed herein and can be summarized as to be executed in the following steps:

- Architecture Design Basic Services
- Architecture Design Permit Application and Administration

Architecture Design Basic Services

Based on the bridging documents provided by The Port of Oakland, SAIC team will advance the documents for the design of the Domain Awareness Center from 90% to 100%. SAIC team shall also coordinate the mechanical, electrical and plumbing seismic upgrades. SAIC team will prepare 100% Contract Documents consisting of:

- Construction plan indicating the layout of partitions
- Reflected ceiling plans indicating standard and special ceiling treatment and lighting coordinated with those elements shown on the engineering documents such as sprinkler heads and HVAC diffusers, as applicable
- Finish plans with symbols and legends showing the materials, colors, and their locations
- Details for special conditions
- Specifications for construction items, as required
- Review construction documents
- Coordinate with the engineering consultants, the preparation of engineering contract documents mechanical, electrical, fire protection, and life-safety systems seismic upgrades

Architecture Design Permit Application and Administration

Upon City and Port of Oakland approval, SAIC team shall proceed to issue the contract documents to obtain competitive pricing for their respective work. SAIC team shall also provide the contract documents for submittal to the appropriate governing agencies for building permit review as follows.

Permit application services shall be provided in the following manner:

- Provide, to the selected Construction Manager, architectural documents with "wet signature" for submittal to the appropriate governing agency for building permit application and plan check.
- Clarify all architecturally related questions generated during plan check
- Review all permit comments with appropriate representatives

- Provide permit "back check" services and shall revise construction documents as required to incorporate all plan check comments within documents.

Upon approval of the construction costs, SAIC team will provide construction administration services to insure that construction proceeds in conformance with the Contract Documents.

- Review and approve shop drawings and the General Contractor's material and equipment submittals for conformance with the established design intent and contract documents.
- Prepare a punch list of deficiencies for items relating to the construction trades.
- Coordinate, as necessary, to correct all punch list items.

5.7.2.3 EBI – Electrical and Video Wall Display System

Under the direction management of SAIC and BBI Construction, Electrical and Video Display Wall System services will be provided by Beaman's Inc. an Oakland based firm certified as a Small Local Business Enterprise (SLBE) who has worked previously with BBI Construction on other projects, and with support from their specialty subcontractor SAIC team (SAIC team AV). The PART-B EBI Electrical and Video Display Wall System are to be completed in conjunction with the other work efforts of the overall PART-B EBI work scope.

The City of Oakland/Port of Oakland want to update the DAC video wall display system technology and capabilities by replacing the existing rear screen projection system with a four (4) wide by three (3) high array of LCD monitors to create a video wall. The video wall needs to support eight (8) image windows displays of computer and scaled video content within the video wall. These windows can be moved, resized and arrayed anywhere within the video wall. Additionally, they want to route information on selected windows to be sent to displays in the Office of Emergency Services (RM 203) and Planning/Intelligence (RM 205).

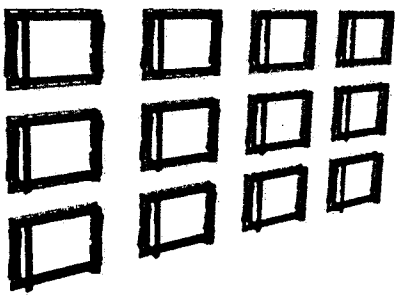


Figure 5-24. Video Wall Configuration.

Based on our careful review of the RFP specifications and drawings package, we are proposing a cost effective, best-in-class solution for the construction of an LCD monitor framework, integration of 4x3 LCD monitor array with a video wall processor and overflow display systems in rooms 203 and 205.

SAIC team proposes to provide a 'turnkey' Audio Visual system as described herein. This includes the design of the systems to ensure that the system meets the requirements of the DAC as set-forth in the RFP. We will also provide a full set of Audio Visual CAD Drawings for coordination with you, your Architect and the General Contractor. One of our experienced staff will manage the construction process from start to finish and will work with all other trades involved to ensure a smooth project delivery.

Installation will be done by local audio visual technicians who are specifically trained in audio visual design-build practices. Our electricians, field engineers, and control programmers will perform duties to ensure that system is tested and calibrated to our highest standards and quality deliverable outcomes. We will also provide user guides and training of the systems for both end users and City-Port technical staff.

The SAIC AV solution proposes designed professional grade equipment that is rated for 24/7 operation. In addition, the video matrix switcher and video wall processor are modular units that provide hot-swappable components (input/output cards, redundant power supplies, fans, etc.) to maintain mission critical operation. Below is a high-level summary description of the DAC Video Display Wall System (VDWS) step-by-step design-build and installation, test, training and delivery plan.

- **VDWS STEP 1:** Technical Design & Finalized Solution

- **VDWS STEP 2**: Infrastructure
- **VDWS STEP 3**: Video Wall Bracket & Rack Install
- **VDWS STEP 4**: Video Wall Install And Trim Out
- **VDWS STEP 5**: Video Processor Configuration
- **VDWS STEP 6**: System Testing & Training

Before we discuss deatails of the our actual proposed work efforts to deliver the VDWS, the SAIC team provides the following key features description of the componentry we propose for the VDWS, broken down by specific EOC facility space environments and the related componentry for each.

VDWS Key Features Description

SAIC team herein describes our proposed VDWS for the DAC in the EOC per our understanding of the RFP. In this section we describe the VDWS in relation to the specific EOC facility space environments and the related componentry for each, such as follows:

- EOC Situation Room
  - Display System, Video System, Matrix Switcher System, Video Wall Processor, Control System, and Support Equipment
- EOC Room 205 Planning & Intelligence
  - Display System, Video System, Audio System, and Control System
- EOC Room 203
  - Display System, Video System, Audio System, and Control System

EOC Situation Room

SAIC team proposed VDWS for the EOC Situation Room is described herein addressing the following componentry:

- Display System
- Video System
- Matrix Switcher System
- Video Wall Processor
- Control System
- Support Equipment

EOC Situation Room Display System

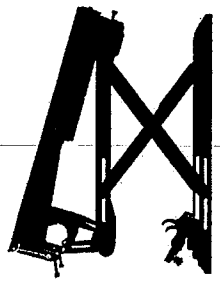
The EOC Situation Room Display System will consist of a wall mounted LCD monitor mounting system and an array of twelve (12) LCD monitors.

Premier LMV Wall Mount System

The LVM is a customizable video wall framing system for flat-panels weighing up to 160 lb. /72 kg with a mounting pattern of 200 x 200 to 600 x 400mm. It features multi-monitor stacking, spring-loaded release, open design, custom spacers, top adjustable mounting brackets and straight scissor-style extension.

The LCD wall mount system consists of twelve (12) independent monitor mounts equipped with a spring loaded locking system. Each independent mounting platform utilizes top-adjustment mounting brackets to

ensure alignment and levelness of displays. Each independent mounting platform is equipped with a scissor design provides easy access to individual monitors for service and allow the monitor to remain in position while being worked on.



Additionally, each monitor mount platform will include an in wall power and AV box to support recessed power and AV connections. Each in wall box is UL approved and includes knockouts for power and AV signals.

NEC X Series Professional Grade, Ultra Narrow Bezel LED Monitors:

SAIC team proposes to provide NEC X series professional grade, ultra narrow bezel LED monitors. The LED monitor supports the latest PC & MAC resolutions displaying a native 1920x1080 computer and NTSC video up to 1080P high definition resolution. The monitor measures 47.8" wide by 27" high, with a viewing area that is 47.6" wide by 26.8" high.

These monitors have ultra-narrow bezel widths of 5.5mm and are specifically designed for video wall applications.

These professional grade monitors utilize an LED direct backlighting source that allows even distribution of light across the panel, resulting in improved uniformity from bezel to bezel. The LED light source reduces energy consumption by 30-50% (depending on screen size) as compared to conventional LCD displays.

The LED monitors are Energy Star 5.1 compliant, meeting the strict guidelines set up the US Environmental Protection Agency and the US Department of Energy.

These professional grade LED monitors are specifically designed for mission critical environments providing 24/7 run times.

These units come with a 3 year parts and labor warranty. SAIC team is augmenting this warranty to include onsite overnight service by the manufacturer. In the event that a failure occurs, the manufacturer will overnight an advanced replacement unit and SAIC team will provide onsite support to replace the problem unit.

See examples of the NEC X series monitors in a video wall array on the following pages.

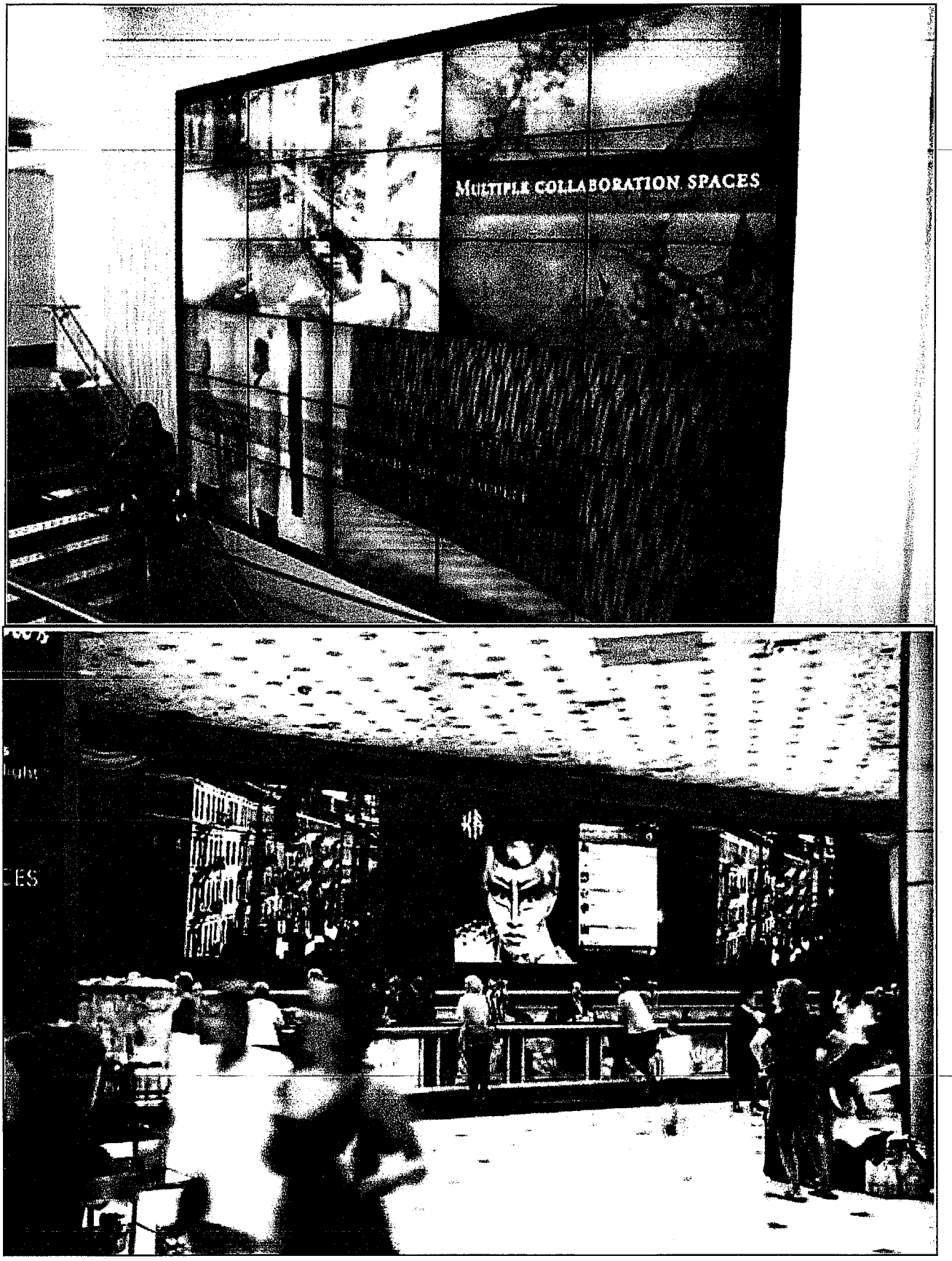


Figure 5-25. NEC X series monitors in a video wall array.

Video System:

The video system will consist of an array of input sources, a matrix switcher system, video wall processor and overflow viewing twisted pair system.

Input Sources:

- Operator PCs (Typical of 6)
- CATV Receivers (Typical of 10)
- Composite Video Feeds from Existing System (Typical of 9)
- Analog VGA Feeds from Existing System (Typical of 3)

Operator PCs:

The bid specs and drawings state that the system must support digital computer feeds from Operator computers. However neither the specifications nor the drawings call out the location or number of connections required. During our onsite visit, the City confirmed that the AV system must support six (6) operator PC connections located in the front row of the Situation Room. SAIC team will provide an input node at each of these six (6) operator computers. The input node supports the external monitor and program audio outputs from the PC, as well as provides a loop through connection for the PC's monitor. The input node is a twisted pair transmitter that provides EDID (Extended Display Identification Data) and HDCP (High-Bandwidth Digital Content Protection) communication from the PC to the display system. SAIC team will provide a 12' DVI-HDMI and 3.5mm audio cable to connect the operator PC to the twisted pair transmitter.

- Incorporating EDID support ensures that the source device and the display device negotiate the best possible signal resolution and aspect ratio for the display device.
- Blu-Ray DVD players, HD SAT TV Receivers, and certain content on laptops (such as professional 3rd Party Training Video's) require HDCP compliance to allow the source signal to be displayed on the display device. This handshake allows the source and destination to establish an encrypted video transmission between them. Without that authentication, the source device will not output High Definition video.

The input node provides amplification to maintain the signal level along the cable path from the 1st row computer locations to the equipment rack within Room 204. Utilizing twisted pair cabling minimizes the termination time/cost, minimizes the conduit/pathway size requirements and supports multiple signal types/resolutions for future proof operations. The input nodes transmit digital computer and audio signals over a single CAT6 cable.

Our install team will pull CAT6 cable from the operator computer locations through existing cable pathways to the Projection Room (Room 204). We will utilize the existing VGA cables as pull strings to pull the CAT6 cables through the existing cable pathway.

- CATV Receivers: The bid specifications call for the AV system to support ten (10) component video feeds from owner furnished CATV receivers. SAIC team will provide component video/VGA connections on our matrix switcher to support the CATV receiver feeds. SAIC team will rack mount ten (10) owner furnished CATV receivers into the AV equipment rack located in room 204. The CATV receiver's component video and program audio outputs are connected to the matrix switcher, also mounted in the AV equipment rack. Our install team will mount the CATV receivers onto rack shelves inside the AV equipment rack. They will neatly dress the 12' component –VGA and RCA audio connection cables to connect each CATV receiver to the VGA/component video card on the XTP matrix switcher.

- Composite Video Feeds: The bid specifications call for the AV system to support composite video signals. However, neither the bid specification nor the drawings identify what devices will be providing these connections or the number of connections required. As a result, SAIC team will support nine (9) composite video inputs to provide input connectivity for the nine (9) existing composite video inputs in the system which currently are connected to the Sony televisions and rear projection systems. We will provide analog video input cards on the Extron XTP matrix switcher mounted in the AV equipment rack located in room 204.
- VGA/RGBHV Video Feeds: The bid specifications call for the AV system to support VGA video signals. However, neither the bid specification nor the drawings identify what devices will be providing these connections or the number of connections required. As a result, SAIC team will support three (3) VGA/RGBHV video inputs to provide input connectivity for the three (3) existing VGA inputs in the system which currently are connected to the rear projection systems. We will provide an analog video input card on the Extron XTP matrix switcher mounted in the AV equipment rack located in room 204.

Matrix Switcher System:

SAIC team proposes to provide an Extron XTP matrix switcher to route the source feeds to the video wall processor and the overflow room monitors.

The XTP matrix switcher is a modular system consisting of input nodes, a configurable card based matrix switcher, and output nodes. We will utilize the XTP transmitters to support the Operator PC signal feeds. The incoming CAT6 cables are connected to CAT6 input cards in the matrix switchers. We will also utilize VGA and Composite video cards to support connections for the CATV receivers and composite video feeds. We will utilize twisted pair output cards to support overflow signal feeds to rooms 203 & 205. Finally, the output nodes will receive the source feeds from the XTP matrix switcher and provide HDMI output to the overflow monitors in rooms 203 & 205.

The XTP system can be configured to suit the current audio visual needs, while providing the flexibility to support additions and future signal requirements. The XTP matrix switcher manages the EDID and HDCP compliance of source signals, while passing digital signal signals and scaling analog signals. The built in EDID minder automatically manages EDID communications between the source and display devices. Key minder authenticates and maintains continuous HDCP encryption between the input and output devices to ensure quick and reliable switching.

The XTP matrix switcher utilizes SD Pro Processing to de-interlace analog video signals (480i/576i) for compatibility with HDMI equipped displays. This approach optimizes the presentation content to match the native resolution and aspect ratio of the display device.

We will equip the XTP matrix switcher with the following card configuration:

- Input Card s 1 & 2: Twisted Pair Receiver Cards to support the six (6) XTP transmitter feeds from the Operator PCs.
- Input Cards 3, 4 & 5: VGA/Component Video Cards to support the ten (10) CATV source feeds and (4) Analog Computer Feeds.
- Input Card 6 & 7: Composite Video Cards to support the (10) Composite source feeds
- Output Card 1 & 2: HDMI Output Cards to feed the eight (8) windows on the Video Wall Processor.
- Output Cards 3 & 4: Twisted Pair Transmitter Cards to drive the selected source to the Overflow Room Monitors

The XTP matrix switcher is a modular card based switcher/signal processor designed for **mission critical 24/7 operation**. The system utilizes **hot-swappable input/output cards** so that the matrix switcher can be serviced or reconfigured without powering down the unit. The system comes equipped with a **redundant power supply** to ensure continuous, uninterrupted power.

Video Wall Processor:

The Extron Quantum video wall processor creates a display palate that stretches across all twelve (12) LED monitors. It disseminates image mapping information to each monitor so that a single window of computer or video content can be stretched across all of the projection cubes simultaneously. The processor also supports eight (8) window displays of computer and scaled video displays within the display palate. The windows can be moved, resized and arrayed anywhere within the video display palate.

Video Wall Processor's Key Components:

The video wall processor consists of a dedicated video/graphics bus, a flash storage unit, a modular card frame chassis and control software

Video Graphics Card: A dedicated, high-speed video/graphic bus maintains real-time performance even under heavy loading of inputs. The Quantum Elite maintains optimal full frame rate performance with a high speed 10 Gbps RAPT - Real-Time Asymmetric Packetized Transfer video/graphic bus allows for simultaneous processing of numerous, high resolution input signals while maintaining real-time operational performance as well as optimal image quality at full frame rates.

Flash Storage Unit: The Quantum Elite features CompactFlash-based data storage for the operating system and image files. This avoids the need for a hard disk drive and delivers continuous system operation and enhanced reliability. Write-protected flash storage eliminates the risk of virus retention, and allows for easy removal of data in secure environments.

CompactFlash storage for the operating system is write-protected to prevent virus retention. It also offers enhanced reliability and quick system recovery in the unlikely event of an operating system failure. Second CompactFlash slot for storing image files

Modular Card Frame Chassis: The Quantum Elite is a six (6) rack unit chassis and utilizes two (2) 500 watt hot-swappable power supplies. The chassis can support up to 15 hot-swappable cards to support input/output assignments. The system is configured to support four (4) hot swappable dual channel HDMI input cards with connections for eight (8) HDMI inputs from the XTP matrix switcher. The system is configured to support six (6) **hot swappable** dual channel HDMI graphics/video output cards. Each card has two (2) HDMI outputs to support resolutions up-to 1920x1200. The output card provides display content to the twelve (12) LED monitors. The system will have five (5) open card slots to support future input or output assignments.

Control Software: The Quantum Elite Control Software is the user interface for setting up, configuring and managing the video wall processor. Utilizing the software, users will be able to set up and recall video wall layouts, create/size and position image windows, assign source inputs to each image window, name each source/window/layout and make adjustments for mullion compensations.

- Input assignment and video wall layout can be recalled from the Quantum Elite Control Software or from a Crestron touch screen control panel.

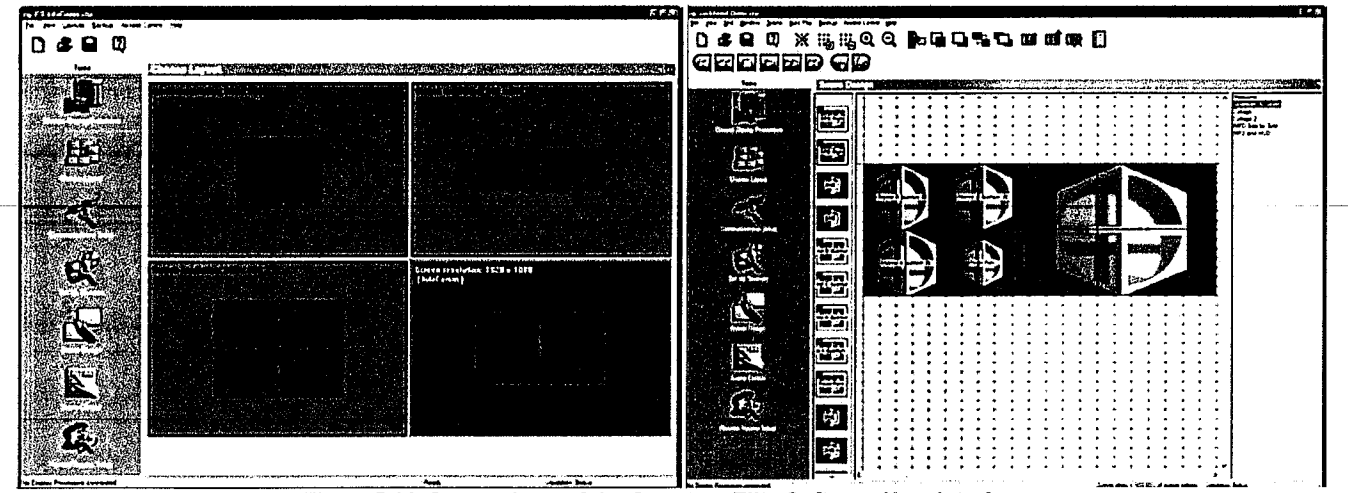


Figure 5-26. Screenshots of the Quantum Elite Software User Interface.

The video wall processor is designed to provide 24/7/365 operation in mission critical environments. The Quantum Elite video wall processor features many hot-swappable and redundant components including: hot-swappable redundant power supplies on the card slot chassis, hot- swappable input, output cards and hot-swappable fans.

The SAIC Team will bring in Extron to commission the system to streamline the last phase of our project the configuration/testing phase. Having the manufacturer assist in the setup and configuration of the video wall will speed up the commissioning/testing period, ensures that the video wall and AV system supporting the wall are tuned to the manufacture's specifications and provides greater reliability and support from the manufacturer.

Audio System:

The audio feeds associated with the eight (8) display windows on the new video wall system will be connected to the existing audio system so that users may continue to listen to audio on the existing console headphone systems and over the existing speaker system.

The current speaker system in the DAC will be connected to a new DSP processor that mix the audio signal from the old system with the new system and provide level controls via the new Crestron control system.

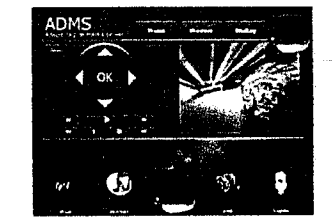


Figure 5-27. Control Panel.

Control System:

The control system consists of two (2) 15" touch screen control panels and a central control processor.

Rack Mounted Touch Panel: One touch screen control panel is rack mounted inside the AV equipment rack in Room 204 (Projection Room). Utilizing this control panel users will be able to recall video wall layouts, control image window source selection, select sources to be transmitted to overflow monitors, select which overflow monitor receives content, raise/lower/mute the selected source's program audio signal, control individual monitor on/off functions and shut down/power up the LED monitor video wall.

Supervisor Touch Panel: One touch screen control panel is located at the Supervisor's position within Room 203 (the Situation Room). The touch panel will have all the control capabilities described in the Rack Mounted Touch Panel description listed above.

For the touch panel we will work with you to add your company's logo's and color scheme. Our typical touch panel layout includes, but is not limited to:

- (Logo Page)

- System - On / Off & Individual Monitor On / Off
- Video Wall - Layout Recall & Display Window Source Selection
- Program Audio Volume - Raise / Lower / Mute
- Speech Volume - Raise / Lower / Mute
- Source Select – Operator PC / CATV Receiver / Composite Video Feed / Analog VGA Feed

The control system will also include **E-Control**, the ability to use a web browser to access and control the control system from any Operator PC with Situation Room. Users who want to access the E-Control control system need to have the IP address and the password to enable control via their device's web browser.

Once authorized, user can access a WEB GUI control panel that mimics the touch screen control panel's controls

Control Processor: The control processor is the brains behind the system and takes the selections from the touch screen control panels and issues the required commands to the audiovisual components. The control processor communicates to the LED monitors, the matrix switcher and display wall controller via bi-directional RS232 ports. It will also control the CATV receivers IR connections. The control processor will be housed in the AV equipment rack.

Existing AMX Control System: The existing DAC and surrounding rooms are currently controlled by an AMX control system. Control functionality includes video/audio source selection, source device control, audio routing and volume control, and other functionality. The current specifications do not outline how this existing AMX control system and its connected hardware shall be incorporated into the new system. Since the existing system currently controls other rooms/areas outside of the DAC, we assume that the system should remain "as-is" and the new Crestron control system will function in "parallel" with the existing system. It is possible to merge the (2) systems together so that they are controlled by a single control system, however this is not currently included in our scope.

Figure 5-28. MRK racks.

Support Equipment:
SAIC team will provide a multi-cabinet equipment rack with a power distribution/conditioning system.

Equipment Rack:

SAIC team will provide and install three (3) Middle Atlantic MRK series equipment racks into the Projection Room (Room 204). The equipment racks have a black metal finish and are 83 1/8" high by 22" wide by 32" deep. The racks will be ganged together to provide a three bay cabinet. We will install two side panels and perforated (vented) front and rear locking doors.

The racks will also be equipped with twenty (10) rack shelves to support the ten (owner furnished CATV receivers). The equipment rack will house the video wall controller, matrix switcher, new digital audio mixer and control processor. All unused rack spaces will be covered with blank panels.

Our install team will pull HDMI and RS232 connection cables to provide signal connection between the video wall processor and the video wall, as well as control over each LED monitor within the video wall. Our team will pull these cables through the existing cable ladder leading from the equipment racks to stub up cable paths running down the wall to each monitor's connection box.

EOC Room 205 – Planning and Intelligence

SAIC team proposed VDWS for the EOC Room 205 Planning and Intelligence is described herein addressing the following

- Display System
- Video System
- Audio System
- Control System

Display System:

The display system will consist of three (3) new wall mounted LED monitors. Per the bid specifications we are providing two (2) 40" LED monitors and a 60" LED touch screen monitor.

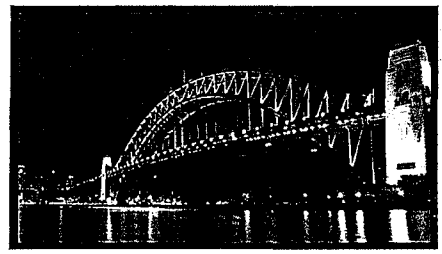


Figure 5-29. Sample Monitor.

The two (2) 40" LED monitors support the latest PC & MAC resolutions displaying a native 1920x1080 computer and NTSC video up to 1080P high definition resolution. Each monitor measures 36.4" wide x 21.1" high, with a viewing area that is 34.9" wide x 19.6" high.

The 60" LED touch screen monitor supports the latest PC & MAC resolutions displaying a native 1920x1080 computer and NTSC video up to 1080P high definition resolution. The monitor measures 56" wide x 33" high, with a viewing area that is 53.5" wide x 30.5" high.

Both the 40" and 60" LED monitors provide the following features:

- These professional grade monitors utilize an LED direct backlighting source that allows even distribution of light across the panel, resulting in improved uniformity from bezel to bezel. The LED light source reduces energy consumption by 30-50% (depending on screen size) as compared to conventional LCD displays.
- The LED monitors are Energy Star 5.1 compliant, meeting the strict guidelines set up the US Environmental Protection Agency and the US Department of Energy.
- These professional grade LED monitors are specifically designed for mission critical environments providing 24/7 run times.
- These units come with a 3 year parts and labor warranty. SAIC team is augmenting this warranty to include onsite overnight service by the manufacturer. In the event that a failure occurs, the manufacturer will overnight an advanced replacement unit and SAIC team will provide onsite support to replace the problem unit.

The 60" Touch Screen LED Monitor:

The 60" LED monitor is monitors designed to operate in 24x7 environments, supports touch screen annotation and mouse control and comes with a three (3) year parts/labor warranty.

The touch screen monitor allows users to control the mouse function on the in-room dedicated PC by simply touching the screen surface. The user can use their finger or included pen to annotate over the PC content and to control mouse functions.

Users will also be able to annotate over overflow video wall content transmitted to the 60" LED monitor.

Neither the specifications nor the drawings describe Room 205's dedicated PC location. As a result, SAIC team will provide a USB extender that will extend the range of the USB mouse control to allow the 60" monitor to control the PC's keyboard and mouse functions from the touch screen surface.

Users can select the display source (Dedicated PC, Videoconferencing feed, or the overflow video wall feed) from the control panel and the selected source image is routed to the display.

- When videoconferencing or overflow video wall feeds are selected, users can annotate over the displayed content.
- When selecting the dedicated PC, the source signal is routed along with the USB communication. At that point the user can annotate and control the mouse functions on the selected source computer.

Video System:

The video system will consist of an array of input sources and an overflow viewing twisted pair system: a) Dedicated Room PC, b) New Videoconferencing Codec, c) Overflow Video Wall Feeds.

Dedicated PC:

Neither the specifications nor the drawings describe Room 205's dedicated PC location. As a result, SAIC team will provide a USB extender and an HDMI extender. The USB extender will extend the range of the USB mouse control to allow the 60" monitor to control the PC's keyboard and mouse functions from the touch screen surface. SAIC team will provide the same HDMI extender utilized in the Situation room system to support the dedicated room PC's external monitor and program audio signal. The transmitter will connect to the Situation room's XTP matrix switcher and we will install an output node at the 60" monitor location.

New Videoconference Codec:

The Polycom HDX-7000 series videoconferencing system will encode and decode the visual images (camera views and computer content) and audio signals (participant speech and program audio) transmitted to and received from the far end site. The codec can participate in high definition and standard definition videoconference calls.

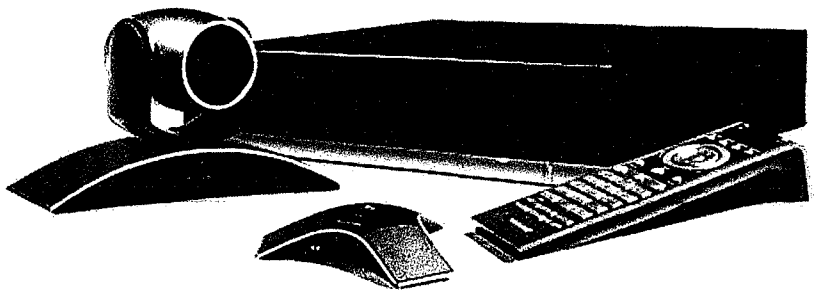


Figure 5- 30. Video-conferencing Equipment.

The codec will be set up in dual monitor mode, so far end will be displayed on the left 40" monitor and the near end camera image and content images will be displayed on the right 40" LED screen.

Neither the specifications nor the drawings call out the codec's required functionality or connections. As a result, we are providing a point-to-point conferencing system. At any time the codec can be upgraded to support multi-point conferencing.

Videoconference Camera:

Our team will install the videoconferencing camera located on a recessed shelf in the front wall of the room. The shelf is located approximately 48" above the floor to provide peer to peer camera views of the in room participants. The shelf is located on the center line of the conference table in between the 60" and the right hand 40" monitor. The camera will provide coverage of the participants located at the conference table. The camera has pan/tilt/zoom controls with preset camera views.

- *IP lines to be located in the equipment rack and QOS and bandwidth provisions to be provided by IT.*
- *We will need to coordinate with DAC's IT Department on the codec's IP connectivity.*

Overflow Videowall Feed:

Each of Room 205's wall mounted monitors is connected to an output node from the XTP matrix switcher located in the Projection Room's AV equipment rack. At any time, operators in the Situation Room can route up to three (3) video wall image window feeds (one feed to each monitor) to the LCD monitors in room 205.

Audio System:

The audio system will consist of two (2) videoconferencing microphones, a table top audio conferencing system and the monitor speaker array.

Videoconferencing Microphones: The codec is connected to two (2) table top microphones that will support seated participant interaction during a videoconference.

Audio conferencing System: Neither the specifications nor the drawings call out the connection top (IP or POTS) connectivity for the audio conference system. As a result, SAIC team will provide and install a wired VOIP tabletop conference phone. The conference phone consists of a conference phone unit that supports both microphone and speaker coverage to support all the seated participants in an audio conference call. The phone unit measures 10.5" wide x 10.5" deep x 3"high.

The VoIP conference phone also offers a suite of SIP features, including:

- 3-way calling - allows for ad-hoc conferences without need for a conference bridge
- VLAN tagging - allows users to manage bandwidth usage on the network
- TLS & SRTP encryption-ready (with future release of first SAIC team re upgrade) - secures voice communications over the network
- Field upgradeability - allows users to easily download firSAIC team re upgrades from ClearOne website and load directly into the conference phone

Note: The table top conferencing system is independent of the videoconferencing and AV system's program audio playback system.

The DAC's IT department will configure the VOIP phone to work with their VOIP infrastructure. The VOIP phone is compatible with the following enterprises with SIP-based VoIP systems listed on the right.

Program Audio Playback: The program audio playback system consists of the monitor array's speakers. The system will be designed so that:

During in Dedicated PC or videoconferencing mode, the center monitor's speaker will be active and will playback the program audio signal. Selecting the dedicated PC will default to the center 60" monitor for program playback. In videoconferencing mode, the 40" monitor will support far end program audio and participant interaction. In room microphone signals are transmitted to the far end and are NOT played back in room.

In video wall overflow viewing mode, users can send the overflow signal to any of the monitors. The selected monitor's speakers will playback the overflow window's program audio signal. In the case of multiple window feeds, the last selected window feed's monitor will become the active audio signal and is played back through that monitor's speakers.

Control System:

The control system consists of a 6" wall mounted touch screen control panel and the Situation Room's central control processor.

Wall Mounted Touch Panel: The wall mounted touch screen control panel will allow users to select what source is to be displayed on which monitor. The panel also will control the audio and videoconferencing functions and program audio raise/lower/mute functions. The touch panel comes in a black or white finish. The white finish is shown on the right.

The touch panels will have basic operation modes: Presentation, Videoconference and Overflow.

In Presentation Mode: The system will default to route the dedicated room PC's signal to the 60" center monitor. This will allow the user to control the computer's mouse/keyboard functions from the touch screen monitor's surface. The 60" monitor's speakers will playback the dedicated PC's program audio signals.

In Videoconferencing Mode: The system will default to route the far end and content signals to the 40" left monitor and near end signal is routed to the 40" right monitor. Selecting this mode brings up the videoconferencing control page. From this page users can access the codec's dialing/menu/camera control selections.

In Overflow Viewing Mode: Users can select which monitor will receive the overflow window feed. In the case of multiple windows selected (the users can select up to three overflow window feeds), the last selected feed's program audio signal is active and is played back through the selected monitor's speakers.

The touch panel also has an **advanced user page** that will allow the user to route any signal to any of the monitors. In this mode, the user can also select which of the three monitor's speakers are active.

EOC Room 203

SAIC team proposed VDWS for the EOC Room 203 is described herein addressing the following

- Display System
- Video System
- Audio System
- Control System

Display System:

The display system will consist of two (2) Existing owner furnished wall mounted monitors.

Video System:

SAIC team will integrate two (2) output nodes from the XTP matrix switcher that will allow the existing monitors to display overflow video wall window feeds. Our team will install two (2) twisted pair receivers, one behind each monitors connected to an HDMI input on the existing monitors.

Audio System:

The existing monitor's speakers will playback the selected source's program audio signal.

Control System:

The existing monitor's remote controls will control input selection, volume up/down/mute and power on/off functions.

5.7.2.4 Detailed Technical Work Scope Approach for Delivery of VDWS

Below is a high-level summary description of the DAC Video Display Wall System (VDWS) step-by-step design-build and installation, test, training and delivery plan.

- **VDWS STEP 1**: Technical Design & Finalized Solution
- **VDWS STEP 2**: Infrastructure
- **VDWS STEP 3**: Video Wall Bracket & Rack Install
- **VDWS STEP 4**: Video Wall Install And Trim Out
- **VDWS STEP 5**: Video Processor Configuration
- **VDWS STEP 6**: System Testing & Training

VDWS STEP 1: Technical Description –Finalized Solution

After receipt of City's Notice to Proceed, SAIC team will initiate a coordination meeting with the DAC project team. This meeting will provide the opportunity for the Consultant and the City to review our planned approach, expected event time line and to explore our value added options. After this meeting, we will begin work on the video systems design and submittal package consisting of drawings and equipment lists to incorporate any requested changes.

Upon receipt of the City's purchase order, SAIC team will begin work on the video system design and submittal package. Our team will create AutoCAD drawings for the video wall's structural platform and audio/video/control signal flow diagrams. Our team will create a complete bill of materials, and equipment cut sheets.

At our follow up meeting, we will deliver the AV system design and submittal package. After the DAC project team reviews our design and submittal package, our engineering staff will prepare the project's programming specifications. Next, our team will issue purchase orders to our equipment vendors & Sub Contractor. We will also procure construction and disposal permits.

We will prepare construction drawings and cable pull lists. He will also confirm the City's planned Network infrastructure to support the video wall and PC sources.

We will submit sample touch panel layouts for Rack, Shift Supervisor and Room 203's wall mounted touch panel.

SAIC team will submit the names of all on site personnel to initiate the security coordination required for site access.

VDWS STEP 2: Technical Description: Infrastructure

VDWS STEP 2 will begin, after the initial kick-off project meeting. After the meeting, our programmer will begin design of the touch panel and web page GUI layouts and our install team will begin the fabrication process.

Based on feedback from our January 28th meeting, our Programmer will begin creating the touch panel layout and WEB GUI layouts. Our programmer will create code for the critical interaction between the Crestron control system and the Extron Quantum Elite video wall processor. He will also be creating code to control the matrix switcher routing schemes and drivers to control the CATV receiver channel selection and guide functions.

We will submit touch panel layouts for Rack, Shift Supervisor and Room 203's wall mounted touch panel. He will also provide GUI layouts for City approval on February 18th 2013. After the City's approval, the programming will be completed March 4th.

Materials will arrive shortly after the meeting. Our install team will begin fabrication of the equipment racks. This will include installing the audiovisual components needed to support the video wall (video wall processor and the matrix switcher).

SAIC team will coordinate with the City on the appropriate dates and site access procedures. He will also coordinate with the City Facilities department and run through the pre demolition plan and execution conforms to the City's guidelines.

VDWS STEP 3: Technical Description: Video Wall Bracket & Rack Install

VDWS STEP 3 will begin shortly after the new wall is complete and will consist of pulling cable from the equipment rack location to the new connection points in the room, video wall mounting bracket installation, and equipment rack installation. Our SAIC team will schedule the delivery of the cable, video wall brackets, and equipment racks.

Cable Pull:

We will utilize the existing and new cable paths to pull the required cabling for the system. Excess cable will be neatly coiled at the equipment rack location and neatly coiled at each pull destination location. Once the video wall and equipment rack installations are complete, our install team will terminate and dress the excess cable. The dressed cabling will be neatly tied into the equipment rack and at the mounting bracket locations for device connection.

Video Wall Bracket Installation:

Our SAIC team will mount the twelve (12) video wall monitor brackets on the new front wall of the room. Manufacturer specific spacers will be used to ensure that the brackets are installed in the correct locations. Two (2) of the LCD video wall monitors will be temporarily delivered to site and test mounted in place to ensure that he bracket spacing is correct. These monitors will then be returned to our shop for safe storage until Phase IV of the project.

Equipment Rack Installation:

During our pre installation meeting, we confirmed the type of equipment, planned equipment positioning and spacing within the equipment rack. In VDWS STEP 3, the SAIC team will coordinate with the DAC team on the delivery of the owner furnished source PCs and owner furnished Cable TV receivers. The equipment rack is delivered to the jobsite at the same time the video wall bracket installation occurs. The equipment rack will be seismically braced to the floor. Our install team will mount the owner furnished Cable TV into the equipment rack. Once this is complete, our team will mount the side panels and locking front and rear vented doors.

SAIC Team processes will ensure that the cable pull, video wall bracket installation, and equipment rack Installations are conducted in close coordination. Constructing the equipment racks off site, and managing the drop ship delivery of materials will ensure a just in-time delivery and assembly of the video wall and equipment racks. This approach will maximize our time on site, while minimizing the overall labor costs for DAC team.

VDWS STEP 4: Technical Description: Video Wall Install and Trim Out

VDWS STEP 4 will begin once the construction site is dust free and will consist of installing the 12 monitor video wall array, installing the monitors in the adjacent conference rooms, and trimming out all connections in the DAC and surrounding conference rooms. The SAIC Team will schedule the delivery of the monitors and miscellaneous accessories.

Video Wall Installation:

Prior to installation, our install team will turn on and test each monitor to ensure that these products arrived at the jobsite ready to be deployed. Our install team will install each of the twelve (12) monitors while

verifying proper placement and alignment. Input cabling and CAT5 receiver devices will be installed at each monitor location with cabling dressed neatly into the pull-out armatures.

Trim-Out Installation:

During our final trim-out, cabling will be terminated at all source and destination locations. CAT5 transmitter devices will be mounted and installed in the front console areas to provide input connections for the computers. CAT5 receivers will be installed in the adjacent conference rooms to provide signal feeds from the DAC system. Inter rack wiring between the new and old systems will be terminated and connected to the appropriate components to allow signals from the existing system to be sent to the new system.

VDWS STEP 5: Technical Description: Video Processor Configuration

VDWS STEP 5 will begin once the video wall's physical installation is complete. STEP 5 will consist of configuring the Extron Quantum Video Wall Processor.

During our initial coordination meeting, we confirmed desired video wall image window layout configurations. In our subsequent pre installation meeting, we will again confirm that the planned layouts meet the DAC project team's approval.

During VDWS STEP 5, SAIC team will configure the Extron Quantum to properly map the video wall and will begin setting up the layout configurations. The programmer will set up the display desktop so that is displayed perfectly across the video wall. He will then build and name the video wall layouts per the input received from DAC project team during the coordination meetings. If required, he label and set up boarders for display windows.

Once the configuration is complete, SAIC team will confirm video wall processor's display operation with an on-site visit from an applications engineer from Extron Electronics who will ensure that all systems are 100% calibrated and tested.

VDWS STEP 6: Technical Description: System Testing & Training

SAIC team will conduct will a full system test to ensure proper system performance. This final system test will follow up on the system testing and system commissioning previously completed in VDWS STEP 5.

In the Situation Room: We propose to conduct test and mock operations utilizing the Quantum Elite Control Software and the Crestron touch panel and WEB GUI. The Engineer conduct thorough testing of the control systems' coordination with the video wall processor to recall video wall layouts, control image window source selection, select sources to be transmitted to overflow monitors. The Engineer will also test out the control system's control over the CATV channel/guide operations and matrix switcher's routing functions, as well as control over the video wall's LED monitors.

In Room 205 (the Planning & Intelligence Room): We propose to test out the videoconferencing system and control system's control/operation of the videoconferencing functions. The Engineer will also thoroughly test out the control system's management over the matrix switcher's signal routing. Our Project Engineer will produce as part of our close out documentation certifying that the installation is in full compliance with the manufacturer's best practices and compliant with the contract documents.

Training: We propose to submit our training plan during our pre construction meeting. This will allow the DAC project team ample opportunity to review our training approach. Once we have approval from the DAC project team that we have successfully demonstrated system operation and compliance with the RFP specified system operation/performance, we will submit our training schedule. We will coordinate with the DAC project regarding training dates, number of the DAC personnel, participants included in the basic and advanced training courses.

5.7.3 PART A: Technology Linkage System (TLS)

In this section 5.7.4 the SAIC team presents our proposed delivery approach to meeting the requirements for the PART-A Design-Build Technology Linkage System (TLS). As an overview, this sub-section provides detail information as to what we propose to deliver as well as detail on how we propose to get the work completed to satisfactorily meet and satisfy the requirements for the PART-A TLS work scope.

The detailed delivery descriptions and approach information contained herein this sub-section is organized to address the following areas as follows:

- **TASK 1 DAC-TLS Planning and Scoping**
  - TLS Needs Assessment and Survey
  - TLS Proof-of-Concept Design
  - TLS Design Customer Acceptance
- **TASK 2 DAC-TLS Implementation**
  - Design-Build-Implement TLS
  - System Integration
  - Quality Assurance Testing
  - Training
- **TASK 3 DAC-TLS 2 Year Base Maintenance Service**
- **Option for Extended 3 Years Additional Maintenance Service**

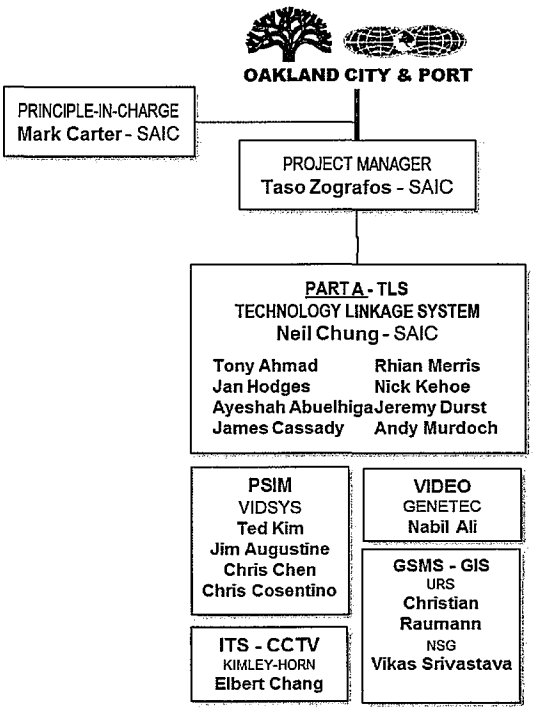


Figure 5-31. PART-A Team.

5.6.3.1 TASK 1 – DAC-TLS Planning and Scoping

Task 1.1 – Perform a DAC-TLS Needs Assessment and Survey

Before the design work begins, the SAIC Team will work with the Oakland Customer to reassess the CONOPS and Technology Linkage documents to determine which elements are still relevant to the DAC-TLS project. The SAIC Team will review the existing technologies and interfaces to make sure they match the proposed expectations. The updated information will be captured in a project concept document that will continuously evolve as the assessment and survey progresses. At the end of the assessment and survey period, we will hold a workshop to present the findings to the project team. The result of this effort will produce a new common understanding of the ConOps and the technology linkage functionality that will be available at the DAC.

Task 1.2 – Proof-of-Concept Design

Before beginning construction, the SAIC Team will perform a DAC-TLS Proof-of-Concept Design. This proof-of-concept design will include the identification of project delivery system solutions as outlined in the DAC-TL document, identification of remote field device and hardware interface methodologies for the integration of systems, and provide a video wall, display, and controls switching operational narrative, as well as a methodology for communication of information to agencies and how these technologies will interface with the PSIM.

The proof-of-concept design will equate to the 90% system design. System design components include:

- Network architecture design;

- Video storage solution design;
- Function definition documents for the technology linkage components that will integrate the VidSys PSIM with the other security subsystems;
- Design of the CONOPS integration into the VidSys PSIM. Design includes operator workflow in the VidSys PSIM; and
- Sensor placement design on floor plans and maps.

The proof-of-concept design also includes an initial technology linkage demonstration to show the capabilities of the VidSys PSIM system. In parallel to the paper design work, VidSys will be developing the technology linkages to many of the security subsystems. Where the technology linkage design already exists (e.g., Genetec Security Center and ESRI GIS), VidSys will create the linkage with the security subsystem, add the new sensors, and configure them within the PSIM application. This will provide the City-Port with an immediate proof-of-concept of the PSIM application and provide the first opportunity for Oakland to touch and feel a real system.

Identification of DAC-TLS Project Delivery Systems

As part of planning and scoping activities, SAIC team will collaborate with the City and Port and other DAC stakeholders to ensure that our proposed system integration plans for project delivery systems will meet the needs of the DAC. We will work to identify potential networking or infrastructure bottlenecks and/or technical design or integration obstacles and develop strategies to mitigate or overcome for successful delivery. Furthermore, we will evaluate potential DAC-TLS and platform integration end points and establish standard data exchange and interface protocols and schema to ensure proper seamless technical interface. As a final step in identifying the project delivery systems solution, we will evaluation potential data sources, including contractors and vendors whom with their cooperation may be required to effectively and efficiently complete the system component integration effort.

Remote Field Device/Hardware Interface and Integration Methodology

For remote field device and hardware interfaces integration efforts, we will leverage our proven methodologies based on lessons learned from numerous similar projects to ensure the most optimized use of technical resources and capabilities delivery the desired outcomes. To provide the remote field device and hardware interface methodology for the integration of systems, we will define the minimum technical requirements for end-user hardware, define the data maintenance and data migration requirements, and define systems integration priorities and requirements. We propose to also bench test the interfaces in a lab environment using simulated data so as to prove-out intended interfaces actually work as envisioned. In the lab environment using simulated data, troubleshooting efforts can be cost effectively applied supporting an optimized use of resources to achieve accelerated delivery and subtask completion.

EOC Video Wall, Display, and Controls Switching Operational Narrative

SAIC Team member Anderson Audio Visual will provide instruction to the SAIC Task 1 Team regarding the functionality, use, and control of video wall, display, and control switch equipment. The narrative will provide the proof-of-concept design team, Anderson Audio Visual, with basic information including operational characteristics and space requirements necessary for the development of schematic plans, to be developed in coordination with BBI Construction. The narrative will accompany the initial submittal of 90% system design plans, to provide the City-Port with an understanding of video wall/display planning and design concepts, thus providing a basis for plan evaluation.

PSIM Communication Interfaces and Information Exchange Methodology

A reason for using the PSIM system is the ability to integrate information sources from various agencies into one location. In addition to collecting information from various sources, the rapid evolution of technology used to capture and disseminate this information makes it important that the system designed

for the DAC not only integrates the information sources available at the completion of this project, but is designed in a way that is easily scalable for other and future information sources. The SAIC Team will provide the methodology for the communication of information to these agencies including both automatic (policy-based) communication protocols and manual (user-based) methods of communication activation.

To design this methodology, we will define the proof-of-concept design, including hardware, software, database, licensing, networking, services, and security. Once the overall design is established, we will define the characteristics of the data used on the system such as the data type, format, accuracy or resolution, attributes, amount, source, and maintenance. With the data characteristics understood, the SAIC Team will establish methodologies and standards for data mapping, the metadata, and database maintenance. Finally, we will define the conceptual data model, including structure, relationships, base layers, security, and data acquisition, conversion and/or migration, administration, maintenance, control, backup, archive, and retrieval and/or distribution.

Once design and data characteristics are established, the SAIC Team will design the systems integration processes. First, we will define systems integration framework and then we will define the business integration model. The systems integration framework will include database methods, data, and/or systems interfaces, imports, and any other links or connections while the business integration model will include people, processes and procedures, and the usability and application of the technology. The proof-of-concept design will include several items related to the base layer design, including defining and design a records/case management system relevant, defining a communications dispatch application, and defining the service contract. The service contract will include information on the guarantee, support, maintenance, management, and monitoring.

Further, the SAIC Team will develop a project plan to include milestones, deliverables, sequences, timelines, budget, and resources required. In the development of this project plan, all assumptions, constraints, opportunities, benefits, issues, and risks will be clearly defined and explained to the Oakland Customer to ensure complete transparency. Lastly, we will develop a cost menu that will describe the costs related to implementation, customization, and ongoing support costs associated with the deployment of each system into the PSIM.

Task 1.3 – Owner Approval

The SAIC Team will conduct design reviews during the project design phases to ensure stakeholders are able to provide feedback throughout the development process and to ensure that all operational and integration requirements are considered and addressed. The review process will cover the technical design, project costs, and line-item review of technology linkage systems. We will conduct a preliminary design review (PDR) to present our initial design and provide the entire set of Oakland stakeholders with an opportunity to provide feedback. After the feedback has been incorporated and the design has fully matured, the SAIC Team will conduct a final design review (FDR) to ensure the design is consistent and true to Oakland's concept of operation and technology linkage plans. Upon satisfactory approval of the FDR, the City-Port would grant the SAIC Team approval to proceed with the project implementation.

5.6.3.2 TASK 2 - Implementation

Task 2.1 – Design Build and Deploy the DAC-TLS

The design, build and deployment of the DAC-TLS begins with setting up the PSIM server hardware. The SAIC Team will deliver two servers: a production server and a development server. VidSys will develop and test the technology linkages on the development server first. When the linkage functionality has been tested an approved by SAIC quality assurance, the linkage will transition to the production server. Once a linkage is transitioned to the production server, the technology linkage will be configured with the applicable

devices from the security subsystem. The first two systems to come online and be configured will be the Port's ESRI GIS system and the Port's Genetec Security Center system.

VidSys has already developed linkages for these systems as part of other projects. The integration of these systems will provide the Oakland customer with immediate usage of the system and return on their investment.

The DAC-TLS system capability will continue to grow as each new technology linkage becomes available and gets configured on the production server. The SAIC Team considers a spiral development to be the most effective means of providing customer satisfaction and receiving customer feedback. A spiral development process combines both design and delivery in stages or iterations. A cyclical approach improves customer satisfaction by allowing the customer to evaluate early results. The process also reduces technical risk by allowing engineers to identify potential issues at an early stage. Waiting for one large delivery at the end of the project increases the risk for not meeting customer expectations and overlooking key system requirements.

During the technology linkage deployment, the SAIC Team will work closely with the technology linkage partners to acquire the system configuration data and network connections for integration into the PSIM. The process and the data will be fully documented to provide a framework for the City-Port for future reference, management, and maintenance of the system.

Task 2.2 – Systems Integration

The most important aspect to a successful PSIM integration is a strong early start at collecting the necessary interface information to complete the linkage. Necessary information includes the linkage system software version and the linkage system API/SDK. SAIC has been responsible for integrating PSIM systems for a variety of customer and we have consistently found the initial preparation to be the most important driver for delivering an on-time solution. Once VidSys has reviewed the interface documents, they can determine the functionality that can be made available to the user. The linkage system API/SDK is always the limiting factor and determines how much or little integration can be achieved. For example, SAIC contacted Federal Signal who is the manufacturer of the Police LPR system and found out that they do not have an API or SDK and do not support 3rd party integration. Other systems like Genetec encourage 3rd party integration and have a very good interface for developers to use.

SAIC will coordinate with the security system manufacturers to help solve any technical issues that may arise during the system integration process. SAIC has teamed with many of the security system manufacturers and integrators to ensure a successful integration process for the Oakland Customer.

Task 2.3 – Quality Assurance and Testing

The SAIC Team will thoroughly test the system to ensure that the infrastructure and the solution's major components (VidSys, Motorola Dispatch Solution and SAIC ProVM) achieve the expected level of quality and durability as specified in the system requirements during the design phase of the DAC. All system changes will be fully tested before introducing them into the production environment. The system will be fully documented to ensure ease of use and facilitate servicing and upgrading.

The SAIC Team will perform integration tasks and confirm results during pretests before each scheduled project testing milestone. The most important part of the integration and pretest effort centers on the video interfaces to exterior applications. We will work closely with VidSys, Genetec and other major subsystem custodians to ensure that the required interfaces have been validated before formal testing at the DAC. We will also inspect, configure, integrate, and perform testing of equipment before it goes to the installation site. The SAIC Team will work closely with the VidSys development team at their offsite facilities for development to simulate a typical project installation. We will integrate systems by connecting sensors through the network to servers and workstations at these facilities.

These typical sites are used for system integration and testing with sensors, interface equipment, servers, and workstations and have been used to test project hardware for deployments in past projects.

Before testing, the SAIC Team will prepare and obtain approval of the project test plans and procedures from the City-Port. All proposed systems and other equipment will be tested and inspected at the suppliers' sites during Factory Acceptance Tested (FAT) before delivery to the SAIC Team. The PSIM software will initially be checked and tested at the DAC as well as VidSys sites, to be considered as FAT, where integration with interface equipment or software will also be checked. Field checkout will be performed after installation for each piece of equipment. System Acceptance Testing will be performed at the DAC by proceeding through the test procedures after all the equipment and software are checked and tested individually.

DAC-TLS Test Plan, Procedures, and Acceptance Criteria

To enable test activity, the SAIC Team Test Manager, Mr. Tony Ahmad, will develop a comprehensive plan which details the strategy and the criteria that determines the success of the test exercise. For each test category, our test engineers will develop detailed test scripts from the system requirements for each of the major components. These engineers will methodically execute the test scripts and record defects in the problem tracking database. We will manage defect correction using our change control management process, which involves assessment/prioritization, planning/scheduling, developing and implementing correction. After correction, we will execute the test scripts again and, depending on the test phase, we will conduct regression tests. Upon completion of each category of testing, Mr. Ahmad will prepare and submit test results in the form of test reports to enable the City-Port Information Technology Division to inspect and verify that the system meets all requirements. Tests will be conducted during all major milestones of the DAC (System Integration, User Acceptance and Performance). These tests are described below.

Implement Configuration Management and Control Processes

SAIC is certified Capability Maturity Model Integration (CMMI) Level 3. We understand and will implement our proven Change Management (CM) processes, tools, and methodologies in regards to any system configuration changes or patches once the systems are operational to maintain high system performance. Configuration Management methods will be applied throughout integration, implementation and system operation to ensure tractability of system changes and revision control.

Conduct Software Integration Testing

The SAIC Team will test the integration of all major system components, thus validating that the entire system functions properly and that all processes, including customizations and interfaces, work together to support the required business functions as specified in the requirements. When defects are corrected, we will execute regression tests to ensure that implemented changes do not adversely affect correct operation of other functionality. Testing between the major components of DAC-TLS to the VidSys PSIM system will be documented for analysis and City-Port reviews and approval prior to any system changes as result of testing.

Conduct System Integration Testing

The SAIC Team will test the integration of all major system components and physical infrastructure and devices similarly to system software integration testing, thus validating that the entire system communicates and functions properly, furthermore that all processes, including customizations and interfaces, work together to support the required business functions as specified in the requirements. When defects are corrected, we will execute regression tests to ensure that implemented changes do not adversely affect correct operation of other functionality. Testing between the major components of DAC-TLS to the VidSys PSIM system over the communication infrastructure will be documented for analysis and Oakland Customer reviews and approval prior to any system infrastructure changes as result of testing.

Conduct 30 Day Acceptance Test

The SAIC Team will develop the System Acceptance Test (SAT) plan and test scripts. These will be submitted for review and approval of the City-Port Information Technology Division. The SAT will be conducted at the DAC environment during the implementation phase and final system delivery. SAIC will use staff and pre-selected set of City-Port operation staff to execute the test cases. Results will be documented while we continue to track and correct any defects. Configuration Management will be employed for version control synchronization. The Port's Information Technology Division will review all test reports and validate the completeness of SAT.

Prepare and Submit Final Test Report

The SAIC Team will document all phases of the test and the final acceptance test along with the data collected during the 30 day acceptance to provide system performance data in compliance with the system requirements. As indicated in the previous test steps upon completion of each category of testing, the SAIC Team will prepare and submit test reports to enable the City-Port Information Technology Division to inspect and verify that the system meets all requirements. The SAIC Team will deliver a final detail acceptance and performance test document per the requirements and project milestone to the City-Port for sign-off.

Task 2.4 – Training

The SAIC Team will provide training material in accordance to the requirements and based on industry standard practice. Training material will consist of procedure manuals, workflow documents and system documentations. Our team starts on the preparation of training material from day one system design with end-user operation and system maintenance in mind throughout the duration of the project. This method ensures ease of system operations with intuitive ways of system interaction by end users.

Training materials will be provided in soft and hardcopies, hardcopies are organized in a binder to deliver a complete system detail operation and maintenance document. The documentation provided will contain the following:

- System specifications
- System cut sheets
- System reliability matrix with error resolution
- Subsystem user and maintenance manuals
- System software, hardware and network architecture
- Event handling and response procedures
- System Administration procedures
- System configuration guide

All training material will be provided to the Oakland Customer review team for approval for all aspects of the system. Post approval SAIC team will schedule small group training sessions at the DAC in class rooms using a designated room provided at the facility for the training to cover the material with the end users. SAIC will break down training by end user needs and cover material and teach each group within their system operational domain. Post class room style training a practical approach of training will occur with the users using production system. System operators at the DAC will be trained behind the command and control system. It is important to note that SAIC is flexible and will work with City-Port to determine the optimal location for personnel training.

Important operational procedures will be documented on one page instructional manuals for operators to utilize as cheat sheets during system operations.

Develop PSIM User Procedures Manual

SAIC will deliver VidSys PSIM system documentation covering all aspects of the system from configuration, operation to maintenance. Below showcases snapshots of the VidSys User Guide that will be provided to City-Port users.

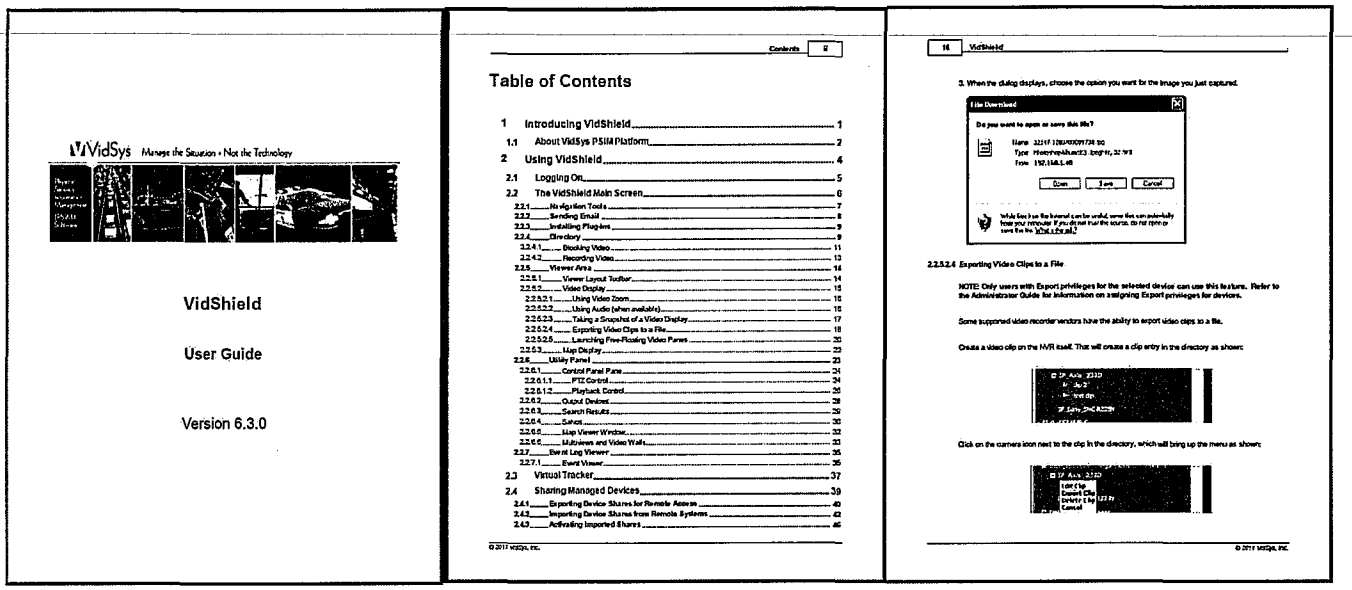


Figure 5-32. VidSys Sample User Guide.

SAIC engineering will create simplified User manuals that cover system operations pertaining to each system user group. A system login matrix will be created working together with the Oakland Customer to assign proper attributes to system users of different groups.

Document users can follow the user matrix to review areas of importance and functionality for their main user group base. System backup and maintenance procedures will pertain to technical staff and system users whereas system operators will only be interested in system monitoring and using automated events configured on the system to display alarms.

Users will be provided with a document containing a list of system support personnel contact information. Users will be provided documentation and training on the SAIC ProVM to submit IT trouble tickets. The SAIC ProVM is designed to route trouble tickets to the proper support staff, however SAIC will also provide system users with technical support staff contact information comprising of phone numbers and email addresses.

Develop PSIM User Workflow Document

As part of the CONOPS integration into the PSIM, SAIC will develop a workflow document for the Oakland Customer. The workflow document will be used to create an "Action Plan" in VidSys that will help the operator manage an event by incorporating standard operating procedures with dynamic links to respond to different types of events. In addition to programming the first set of workflows for Oakland, SAIC will provide detailed procedures for Oakland to add, edit or delete a workflow in the VidSys PSIM.

Develop Training Plan

SAIC will deliver a training plan to accompany the PSIM user manuals. The training plan will include a training schedule that will designate training activities by user and administrator. The training plan will be submitted to the City-Port for review and approval.

Conduct PSIM Management Training

Training will be conducted by both members of the VidSys educational services team as well as skilled facilitator, Ms. Ayeshah Abuelhiga of SAIC. The SAIC Team will provide both classroom and hands-on training for proper operation, maintenance, and troubleshooting of the system. This training will include hands-on demonstrations and hands-on operation of advanced tools and functions. The primary objective of the configuration training is to educate advanced operators/managers in the proper methods for registering new system sensors and devices, creating work flows, and performing basic troubleshooting and maintenance of the system.

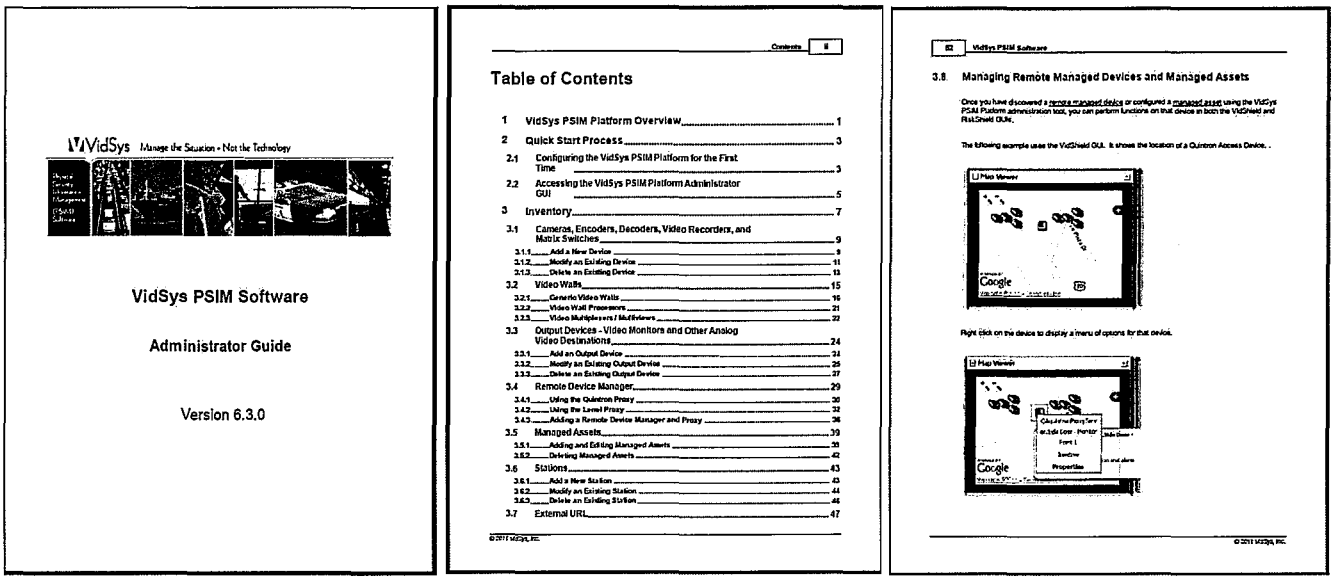


Figure 5-33. VidSys Administrator Training Manual Sample.

The administrator training will also occur as classroom and hands-on training. Classroom training will provide much greater system detail, and the hands-on training will include exercises for each of the major functional areas. The classroom instruction will include: link capabilities and topology; sensor inventory; server inventory; intelligent video analytics (IVA), video management system (VMS) and sensor management system (SMS) administration; configuration management, troubleshooting methodology and procedures; system component troubleshooting; and recommended preventive maintenance. The exercises during the hands-on portion of the class will include: system component (server, camera, etc.) configurations, installing a server, setup of a camera or door sensor, setup of a monitor, maintaining user accounts, maintaining analytic rules, network maintenance, network security procedures, familiarization with the baseline system performance (i.e., how to validate proper operation), responding to trouble reports and correcting problems (problems to be introduced by the instructor.) A test will be administered at the completion of training.

Conduct PSIM User Training

Operator training will occur as both classroom and hands-on training. Classroom training will provide the foundational information that the hands-on training will build upon. The classroom instruction will include at a minimum: system overview, sensor locations and capabilities, sensor control, alarm management, incident management, problem reporting, and emergency procedures. The user training will consider alarm and event scenarios that are relevant to the Oakland Customer. The actual DAC-TLS systems will be used as the training workstations to provide the user with the actual operating environment. The user displays will be shown on the video wall so that other users in the training class can easily observe and learn from the system interaction by their peers.

The training will be delivered to the departments as specified by the Oakland Customer. The training sessions will be recorded on video for future reference and provided in DVD format.

5.7.3.3 TASK 3 - DAC-TLS 2 Year (24 Month) Service Agreement

The SAIC Team can provide initial post-deploy maintenance services for the installed-implemented DAC-TLS systems for a 2 year (24 month) base period that can include technical support and maintenance of the deployed DAC-TLS solution products, including hardware, software, database, and any other necessary components for the fully functional DAC- TLS solution.

In this subsection, for the initial 2 year (24 month) base period maintenance service agreement, we discuss the additional sub-level topic areas in the following sub-task sequence order:

- **Task 3.1** Support and Maintenance
  - Product Quality Assurance Program
  - Product Maintenance and Services
  - Product Configuration Change Management
  - Issue and Incident Management
  - Monthly Service Performance Reporting
- **Task 3.2** Management and Monitoring
  - Infrastructure Management
  - Security and Compliance
  - Network Assurance
  - Technical Support and Help Desk
  - Configuration Change Management
  - Day-to-Day Database Maintenance Administration Services
  - Monthly Performance Reporting
- **Task 3.3** Enhancements and Upgrades
  - Future Planning Strategies, Cost Impacts, and Change Management
  - Future Systems Integration Development
  - Future Database Maintenance Administration Services
  - Future Report Development Requirements

Following the initial 2 year (24 month) base period maintenance service agreement, SAIC team also offers an option to extend any or all of the maintenance service agreement for an additional extended 3 year (36 month) period term.

SAIC can use EngineeringEdge™ to facilitate the integration of our resources to complement those of our customers, covering the entire program life cycle, from project planning through startup, execution, and closeout. SAIC has integrated Information Assurance (IA) capabilities and best practices into the EngineeringEdge™ system, allowing IA requirements to join with enterprise requirements, ensuring they are incorporated seamlessly throughout the whole engineering effort.

System security test and evaluation activities are integrated into the overall system test effort, to ensure that the security features function as designed and that they do not degrade functional efficiency as depicted in Figure 5-34below for another major project maintenance support effort SAIC is performing.

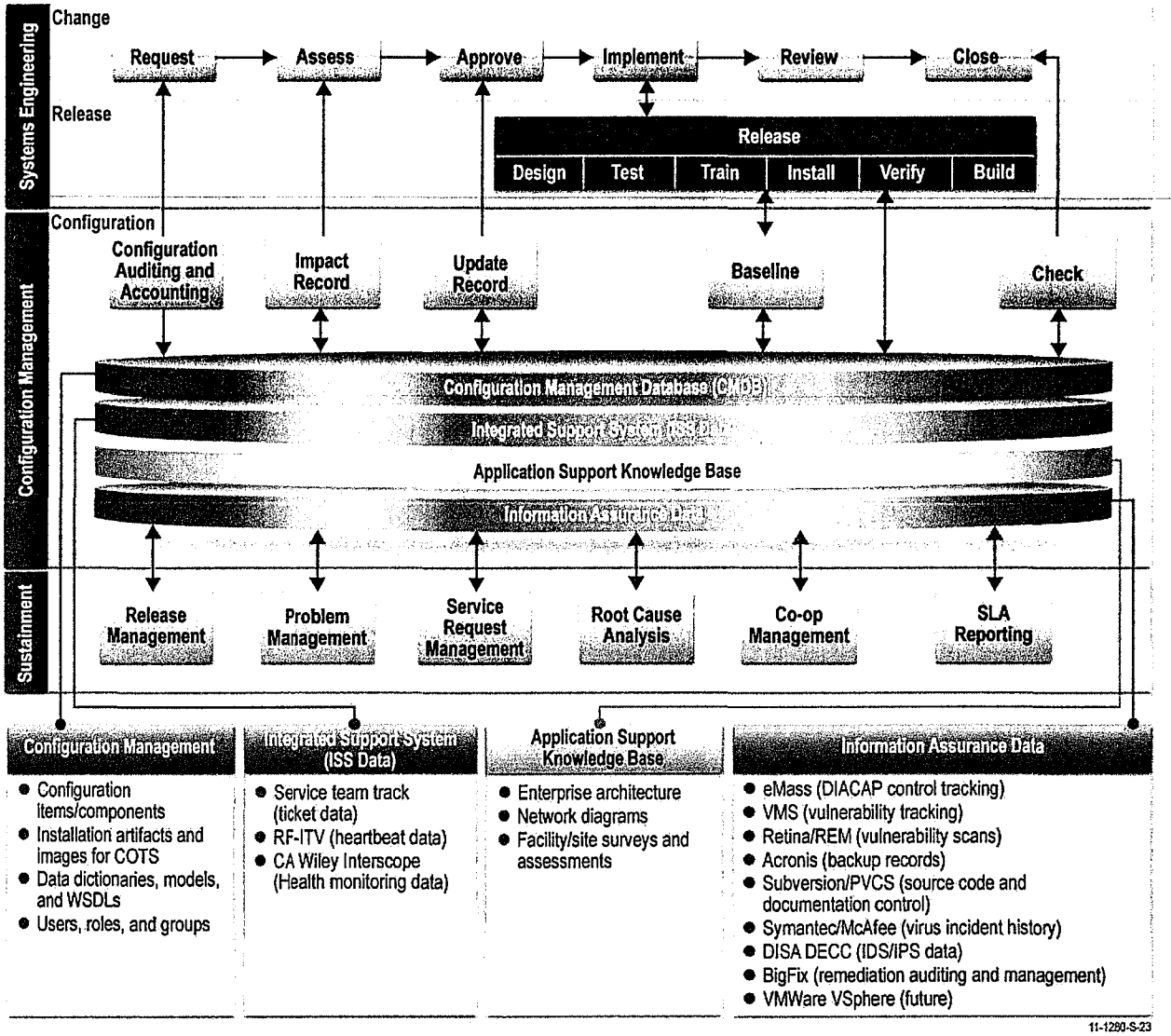


Figure 5-34. System Maintenance Support Overview.

Task 3.1 – Support and Maintenance (24 months)

Support and maintenance activities cover the deployed DAC-TLS solution products, including hardware, software, database, and any other necessary components, including development of user workflows in the PSIM for the fully functional DAC- TLS solution. The sub-work efforts under this Task 3.1 include:

- Product Quality Assurance Program
- Product Maintenance and Services
- Product Configuration Change Management
- Issue and Incident Management
- Monthly Service Performance Reporting

Product Quality Assurance Program

SAIC can provide a guarantee of minimum "business day" service level (8 hours x 5 days a week, excluding public holidays) for a 24-month period, through the leveraging of both on-site and remote technical staff resources. We can follow the established processes and procedures that are documented in the software development plan (SDP) to ensure that the software code is consistent and conforms to the standard style and format. At the functional level this step supports resolutions and the operational support

of the DAC-TLS. We can ensure that the implemented products conform to the specification defined in system, database, user interface, and external data interface design documents.

Our system engineers can leverage our team's experience to maintain the DAC-TLS infrastructure in all development, test, and production environments including conducting integration testing of COTS hardware and software as required. SAIC can develop and document criteria for testing and evaluating any modifications (software units, components, and configuration items) of the system also ensuring that regressions are not introduced adversely affecting the original requirements. Our development process includes unit level testing and assembly testing.

This testing can also include component testing that integrates tested software units to identify and resolve interface errors and unit incompatibilities. Figure 5-35 outlines our process for development of test plans.

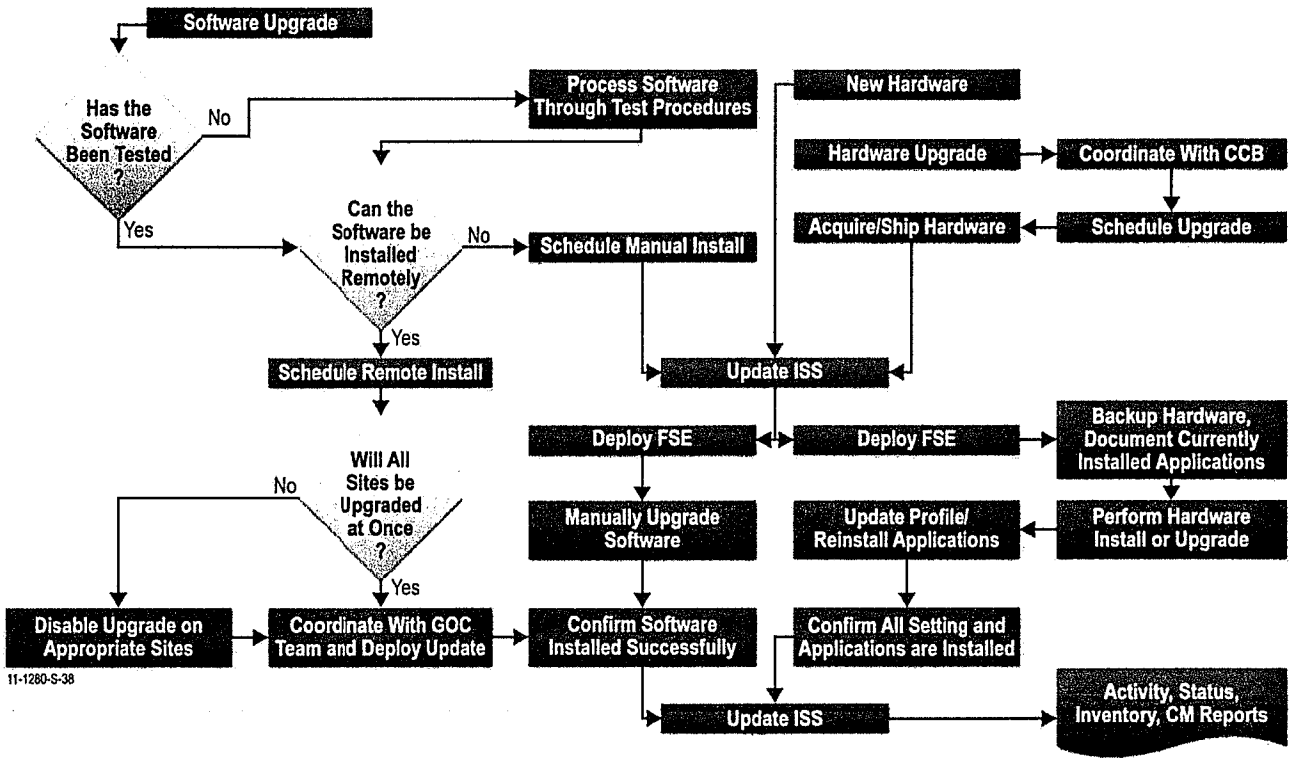


Figure 5-35. Test Plan Development Process.

Our system testing approach includes test plans for regression, information assurance (IA), performance, and any Section 508 compliance. The SAIC comprehensive testing strategy includes load/stress, volume, performance, reliability/availability, degradation and recovery, configuration, compatibility, security, QA, IA, install-ability, and serviceability, and function testing.

Product Maintenance and Services

The SAIC Team understands the importance of providing a quality DAC-TLS solution whereby all components of the solution; hardware and software, are fully functional and perform to the highest level of the City of Oakland's expectations and satisfaction.

The SAIC Team's approach to maintenance support includes pro-active management of our subcontractors. We can manage them through formal subcontract agreement and semiannual vendor performance reviews. All project management control originates from SAIC's prime contract with the City of Oakland. Adherence to these requirements is enforced with tools and systems that document work planning and identify deviations from the plan. Our Team can oversee all subcontractor support, maintenance, and warranties. The SAIC Team can provide service reports documenting support activities to DAC within 24 hours of all

performed service. We can furnish necessary devices to test, calibrate, maintain, and configure the DAC system for proper operations. We propose to provide field service engineers (FSEs) to meet the DAC's onsite and field support needs. Following determination that remote support cannot resolve an issue, onsite response time can be within eight hours for non-critical support and four hours for critical support (system downtime affecting performance).

Monitoring, maintaining, and improving the health of the DAC system and infrastructure is the centerpiece of our mission. We can leverage and tailor the existing tools in the DAC software and provide additional tools at no direct cost, with a focus on improving our capability to predict, identify, diagnose, isolate, and resolve problems as early as possible.

Our teams installed DAC network uptime is measured based on reliability communication factors to ensure that packet transmissions reach their destinations uncorrupted. The networks are deployed to interoperate with other networks within a protected environment, even when there are other similar networks operating on the same frequency band nearby. We can demonstrate interoperability with a wide range of vendor hardware and software. As our past performance displays, we have executed several projects where we have interfaced to a variety of middleware products, including SAP XI, SAP netweaver, Tibco, IBM MQ series, Oracle Fusion, and Microsoft BizTalk.

Provide Software and Hardware Updates As Issued By the Systems Manufacturers

The SAIC Team can update software on an annual basis. Software updates include major releases to the VidSys PSIM and software updates to the video wall system as necessary. SAIC can only update the Windows operating system of the servers and workstations twice per year. We suggest updates twice a year versus as they are released because Windows operating system updates have been shown to cause a conflict with video drivers or other parts of the PSIM system that could result in a temporary failure. SAIC can work with the City-Port's information technology points of contact if updates are required to be applied on a more frequent basis.

Product Technical Support and Help Desk Support

As DAC capabilities and components are implemented, the SAIC Team can provide 24/7/365 help desk services that are accessible via phone, email, or through a web-interface. We can use BMC Remedy as our help desk tool to track issues from notification to closure and to support incident reporting requirements. Service incident metrics can be monitored for help desk Tier 1, 2, and 3 support.

The DAC can be able to call a toll-free number 24 hours a day, 7 days a week, 365 days a year to request support. Additional methods of requesting support include email and web portal. The ISMC can respond to all calls from DAC technical support staff no later than 2 hours after receiving a call, at least 95% of the time. Pending additional support service needs, SAIC can leverage our Integrated Service Management Center (ISMC) which can be able to provide remote support as needed and our Remote Control Software is FIPS 140-2 Compliant. We can complete a DAC interim security agreement/memorandum of understanding (ISA/MOU) at any time after contract execution so that we are ready to provide remote support as quickly as possible.

The SAIC ISMC implements consistent processes that can provide reliable, efficient support to the DAC. Taking advantage of the SAIC ISMC allows the DAC to leverage experienced, knowledgeable resources when needed thereby increasing system availability. The SAIC ISMC can retain ownership of problems until they are resolved, including following up with support teams and subcontractors. We can engage directly with all required support teams to obtain resolution on all tickets.

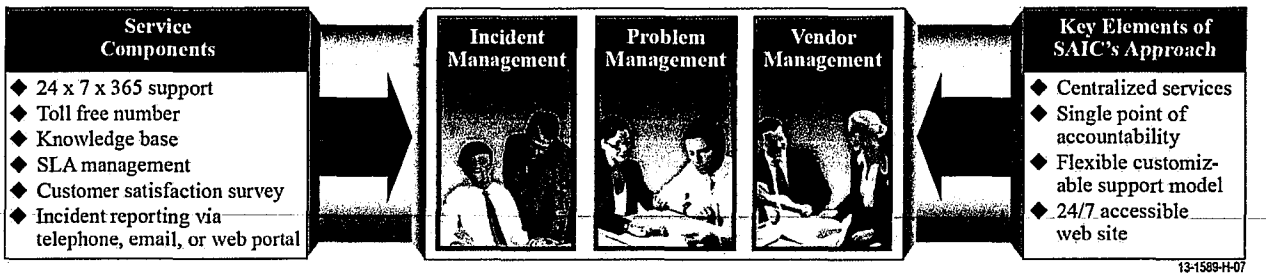


Figure 5-36. SAIC's ISMC Processes Provide Reliable, Efficient Support to the DAC-TLS.

The SAIC ISMC uses the Remedy call logging system as the principal problem management tool of our support offering. The benefits to the DAC are the ability to share call information and the ease of use, in that DAC personnel with access to the SAIC ISMC's Remedy system. It also provides immediate access to important information that may be required to provide quality support or to make decisions. The Remedy database can include all calls received, action taken, and track user calls for troubleshooting assistance, and capture the following information: incident ticket number, failed component, customer point-of-contact, area affected, date, problem, and resolution. This information can be available to authorized DAC staff members on-line and on request.

Issue and Incident Management Tier 1, 2 and 3 Support

Our approach is to create an environment in which all three support tiers completely document all incidents received, focus on problem resolution, and close the incident once the customer is satisfied. All tickets can be acknowledged by assigning a ticket number and immediately providing it to the requestor. SAIC in cooperation with the City and Port can establish metrics for each DAC mechanisms to track and report any discrepancy incident. All issues can be extensively documented, resulting in a knowledge database. Upon acceptance of the system, we understand Tier 1 support can be handled by DAC's technical staff.

Product Configuration Change Management

The SAIC Team can ensure that all changes are properly documented and managed in accordance with an approved Configuration Management Plan (CMP) for both Major and Minor Engineering Change Proposals (ECPs). We understand that technological changes over time may result in the need to update the Hardware being provided to the DAC. The SAIC Team can submit a CMP for City of Oakland approval as part of the PMP. We can provide a structured ECP methodology and CENTER IDE-based tool suite to support development and management of ECPs. We base our ECP methodology on the Change Control Process component of SAIC's EngineeringEdge™ process. We can manage Major and Minor ECPs in accordance with the requirements of the PWS.

Monthly Service Performance Reporting

The SAIC Team solution has the capability to deliver the complete range of enterprise reporting including operational reports, graphical business reports, and ad-hoc statements via popular user interfaces including Web browsers, Microsoft® Office applications, networked printers, mobile devices, and email.

Task 3.2 – Management and Monitoring

Management and monitoring activities cover the installed-implemented DAC-TLS systems for a 24 month period. The sub-work efforts under this Task 3.2 include:

- Infrastructure Management
- Security and Compliance
- Network Assurance
- Technical Support and Help Desk
- Configuration Change Management

- Day-to-Day Database Maintenance Administration Services
- Monthly Performance Reporting

Infrastructure Management

SAIC can provide a wide variety of services to monitor and manage elements of DAC IT infrastructure to include data center management, network management, end-user support (Service Help Desk), on-going available system engineering support, database management, storage and backup management, and IT security management.

Security and Compliance

The SAIC Team has been applying these activities to other major programs we maintain such as SARSS-MROCs, SAAS-MOD, AIDC, WPS, Base Access, e-Security. Impact on operations staff can be minimized through use of automated inventory, compliance, patch, and configuration management practices via agent-based tools such as IBM BigFix, augmented with Retina REM security audits. To assure the necessary system security and resource requirement expectations, DAC-TLS security personnel can perform an impact assessment for all proposed changes under review by an Oakland-Port DAC Configuration Control Board (CCB) and if also established, an Engineering Review Board (ERB), and can participate in physical security assessment activities as necessary. This assessment can include the review of system interface diagrams, system architectural diagrams, software, network and communications services, hardware or firmware changes and upgrades.

Network and Information Assurance

SAIC's network and information assurance process begins with the enumeration and classification of the information assets to be protected. Then we can perform a risk assessment for those assets. Vulnerabilities in the information assets can then be determined in order to enumerate the threats capable of exploiting these network and information assets. The assessment then considers both the probability and impact of a threat exploiting the vulnerability in an asset, with impact to the asset's stakeholders.

Once the risk assessment complete, SAIC then develops a risk management plan. This plan proposes countermeasures or mitigation strategies that support addressing, eliminating, accepting, or transferring the risks, and considers prevention, detection, and response to threats. SAIC follows and adheres to the frameworks already established by standards organization, such as Risk IT, CobiT, PCI DSS, ISO 17799 or ISO/IEC 27002. Mitigation strategies may include technical tools such as firewalls and anti-virus software, policies and procedures requiring such controls as regular backups and configuration hardening, employee training in security awareness, or organizing personnel into dedicated computer emergency response team (CERT) or computer security incident response team (CSIRT). SAIC will work with the City to determine the best method seek to manage risk in most effective way. After the risk management plan is implemented, SAIC can test, evaluate, and support network and information assurance audits. SAIC network and information assurance process is an iterative one, in that the risk assessment and risk management plan are periodically revised and improved based on data gathered about their completeness and effectiveness.

Configuration Change Management

The SAIC Team can ensure that all changes are properly documented and managed in accordance with an approved Configuration Management Plan (CMP) for both Major and Minor Engineering Change Proposals (ECPs). We understand that technological changes over time may result in the need to update the Hardware being provided to the DAC. The SAIC Team can submit a CMP for City of Oakland approval as part of the PMP. We can provide a structured ECP methodology and CENTER IDE-based tool suite to support development and management of ECPs. We base our ECP methodology on the Change Control Process component of SAIC's EngineeringEdge process. We can manage Major and Minor ECPs in accordance with the requirements of the PWS.

Day-to-Day Database Maintenance Administration Services

SAIC will collaborate with the Oakland City and Port to perform day-to-day database maintenance and system administration services that ensures activities and duties are performed in a scheduled manner to improve the life cycle of the DAC.

Monthly Performance Reporting

SAIC will collaborate with the Oakland City and Port to identify and establish the IT performance monitor data elements per any agreed to service level agreements and then use tools to capture the trends of the IT monitoring data parameters and record and report those trends and alarms where parameters exceed the threshold limits to the City and port of Oakland.

Task 3.3 – Enhancement and Upgrades

SAIC team herein discusses enhancements and upgrades for the following topic areas:

- Future Planning Strategies, Cost Impacts, and Change Management
- Future Systems Integration Development
- Future Database Maintenance Administration Services
- Future Report Development Requirements

Future Planning Strategies, Cost Impacts, and Change Management

SAIC proposes to work with the City and Port on a routine basis to conduct planning strategies to develop a roadmap for future implementation efforts outlining rough-order-magnitude cost impacts with any proposed future candidate upgrades or system modifications. As part of any envisioned changes planned in the DAC Implementation Roadmap, SAIC will work with the City and Port to address any change management impacts, risks, and mitigation strategies. The DAC Implementation Roadmap will address the following future impact areas:

- **Future Systems Integration Development:** SAIC proposes that any future systems integration and development activities take into account the existing systems and infrastructure and that a migration strategy will be developed to address how new future systems and in what sequence will offer the City-Port the most optimal delivery for realizing the DAC objectives
- **Future Database Maintenance Administration Services:** SAIC proposes that any future systems integration and development activities take into account the existing systems and infrastructure and that a migration strategy will be developed to address how new future systems and in what sequence will offer the City-Port the most optimal delivery for realizing the DAC objectives
- **Future Report Development Requirements:** SAIC proposes that any future systems integration and development activities take into account the existing systems and infrastructure and that a migration strategy will be developed to address how new future systems and in what sequence will offer the City-Port the most optimal delivery for realizing the DAC objectives

5.7.4 Ensure System Integration in the PSIM - 5 Years (60 Months)

SAIC has proposed a 2 year (24 month) base period of maintenance support, and subsequent to that, pending the interest of the City and Port to extend the maintenance support services provided, we also submit an option to extend for 3 more additional years of maintenance support services. In addition, at the discretion and interest of the City and Port, SAIC is also prepared to offer additional more expanded support services on an as needed, as requested task order basis.

5.8 Technical Coordination and Collaboration with City Staff and Community

The SAIC Team understands that close technical coordination and collaboration are a necessity to not only successfully complete the technical approach, but engage the surrounding community. As such, the SAIC Team will develop a robust communication and collaboration plan to ensure efficient communication both internally within the project team and the City-Port as well as externally with the wider community. We will identify available channels of communication that will allow us to: detect project problems early; identify issues, concerns, and corrective actions; manage stakeholder expectations; and implement strategies to improve quality of project deliverables. This communications plan will be integrated into the project management plan delivered as part of the project management task.

5.8.1 Coordination and Collaboration Strategies for Communicating with City Staff

The development of the DAC-TLS includes multiple agencies (e.g., the City of Oakland, the Port of Oakland, etc.), multiple subcontractors, and multiple activities simultaneously in motion (e.g., design, construction, and maintenance). The number of stakeholders coupled with the close interactions required between the different tasks could quickly affect the project schedule or budget without clear and concise communication. To assist in recording and managing our communication efforts, the SAIC Team, led by Project Manager Mr. Zografos and communications lead, Ms. Abuelhiga, will prepare a project collaboration website based on our iCenter tool, an application that allows multiple users to share project and project management-related documents and project documentation including project management reports. We will make this site securely accessible by all project team members and the City-Port as well as other project stakeholders to enable information sharing related to project management activities and documentation. The SAIC Team has successfully implemented iCenter for dozens of applications including a recent design and build-out of a transportation operations research laboratory for the Federal Highway Administration.

In addition to the archived information readily available through the iCenter website, Mr. Zografos will be delivering weekly email progress reports delivered to the City-Port ensuring that the City-Port stays apprised of all activities being conducted on the project. While the weekly progress reports will serve a quick and concise reminder of progress, together these reports will naturally serve as talking points for the monthly meetings between the SAIC Team and the City-Port. These monthly meeting will provide a dedicated, reoccurring opportunity for an open dialog between the SAIC Team and the City-Port. Further, with numerous internal stakeholders and subcontractors, the SAIC Team will hold regular project meetings with design, construction, and maintenance task leads to ensure close coordination among the different tasks. Finally, the SAIC Team will develop and submit monthly management reports to the City-Port providing a review of all activities that occurred in the previous month with an updates estimate to completion.

5.8.2 Coordination and Collaboration Strategies for Communicating with the Community

In addition to collaborating and communicating with internal stakeholders, the SAIC Team will establish multiple modes of communication and collaboration with external stakeholders and the surrounding community. Coordinating and collaborating with the community benefits this effort in multiple ways. First, by actively keeping the public apprised of the project, the SAIC Team can provide opportunities for public input. Secondly, collaboration and communication with the community will allow the City-Port to generate buy-in and support from the community that may be critical on both this and future projects. The SAIC Team proposes the use of technical briefs, public service announcements, and town hall-style meetings to communicate with the public.

Because much of the work completed on this project is technical in nature, we propose to develop short technical briefs which can describe recently completed and upcoming activities in lay terms which can be disseminated to the public electronically (e.g., on a project website). We also propose to develop public service announcements in a format decided on by the City-Port (e.g., electronic, paper, radio, etc.). These

public service announcements can be developed using input from the technical briefs providing time and cost savings. Finally, we propose hosting public meetings for anyone interested to learn more or discuss the project. The monthly management reports and technical briefs will serve as talking points during the workshop, and the SAIC Team will ensure that these workshops are interactive by soliciting questions and comments from the participants. These workshops allow the community a direct line of communication to project staff.

TABLE OF CONTENTS

6.0 REFERENCES

6.1 Prime Consultant References

SAIC believes there is no stronger evidence of our skills and experience than the validation of our clients' satisfaction. We are proud of the relationships we have developed throughout the years, and we strongly encourage the City of Oakland to contact our references to obtain comments on the quality of our services.

[redacted]

[redacted] following references are professional references for SAIC Project Manager, Mr. Taso Zografos.

[redacted]

6.3 Pertinent Past Related Projects

The SAIC Team describes below 10 of our most recent relevant project experiences. All but one of our project descriptions are current or were completed within the last 5 years. The SAIC Team has included a project description for our General Contractor Team – BBI Construction – that is over 5 years old only to demonstrate that for this proposal, we have recruited the contractor team that is most intimately familiar with the [redacted] Emergency Operations Center's construction and design elements and requirements. We seek to provide continuity and ensure proven delivery through utilizing the same contractor for the DAC building improvements.

1. Emergency Operations Center Continuity of Operations Plan

Contractor Name: **SAIC (Prime)** [redacted]

Dates: June 2012 – December 2012

SAIC was chosen by the City [redacted] to develop a citywide Continuity of Operations (COOP) plan. The project created the framework for [redacted] COOP and recovery actions to ensure tha[redacted] prepared to manage all hazards, thereby protecting its employees and reducing the risk of loss and disruption of its operations. The project also clarified the COOP and recovery roles and responsibilities of the City of [redacted] agencies and departments and provided a reflection of current emergency COOP and recovery capabilities. SAIC's approach was based on our proven collaborative planning process, which is shown to build capacity and develop quality plans. During the development stage, critical information regarding plan development was discussed and agreed upon through a series of working group sessions. SAIC conducted three working group sessions with the City of [redacted] establish key elements of the overarching COOP program and to define the City of [redacted] long-term goals, ensure development was consistent with expectations, and review the final plan and discuss plan implementation and the strategy for maintenance. The final COOP plan provides a consistent approach for all departments to respond to emergencies or disasters and thereby improve the City of [redacted] overall preparedness.

2. [redacted] Program

Contractor Name: **SAIC (Prime)** *Customer:* [redacted]

Dates: September 2005 – Present

SAIC was selected as the Prime Systems Integration Contractor for the [redacted] integration, modernization, and transformation of the [redacted] system. This is a performance-based contract for the delivery of IT system development and integration activities to support the transformation of [redacted] business practices. It will result in improvements to a broad range of [redacted] business services through the use of modern and flexible IT solutions. SAIC provides Solution Architecture and Transition Planning, Requirements Analysis & Management, Software Design, COTS, Software Development, Software Testing, Software Deployment, Release Planning & Retirement of Current Systems, Infrastructure Requirements and Implementation Support, Knowledge Transfer and System Transition, Project Management, Performance Management & Metrics, Software Development Lifecycle Implementation (SDLC), Business Process Reengineering, Operations and Maintenance, Communications, Organizational Development, and Data Management Strategy & Architecture. This project requires web accessibility, business rule identification implementation in support of truck and driver tracking, and implementation of an IT approach that will support the integration of applications and data years into the future.

3. [redacted] Laboratory

Contractor Name: **SAIC (Prime)**

Customer: [redacted]

Dates: March 2012 – December 2012

Under contract with [redacted], SAIC led the design-build effort of a state-of-the-art [redacted] at the [redacted]. The SAIC team delivered the TOL facility in advance of project schedule and under budget. This laboratory combines data environments, simulation tools, and a real-world outdoor test environment into one integrated location for testing innovative transportation concepts for applications in living laboratories across the United States. SAIC worked with stakeholders from academia and within [redacted] to apply a systems engineering approach to design the laboratory, develop a concept of operations, enhance research capabilities, and complete construction in six months from the contract award to the ribbon-cutting ceremony, held on September 29, 2011. SAIC won the re-competed bid for five years of continued support to lab operations and maintenance, including expansion of existing network capabilities to accommodate emerging ITS technologies.

4. [redacted] Security Operations

Contractor Name: **VidSys (Subcontractor)**

Customer: [redacted]

Dates: 2011 (Implementation) – Present (Operation)

The [redacted] selected the VidSys PSIM software and Quantum Secure's Physical Identity and Access Management (PIAM) technology to manage the complex security operations of the new [redacted]. Serving as the basis of the center's Situation Awareness Platform (SAP), the joint solutions deliver an integrated, holistic approach to site-wide security, providing visibility and common correlation of identities and situations across the entire campus. To manage overall security and ensure collaboration across multiple stakeholders – public and private – the [redacted] security team is building a site-wide operations coordination center that connects individual command centers within the campus. Operations and security personnel will work collaboratively with members of the [redacted] to enable complete situation awareness and management across the entire [redacted] site, ultimately ensuring the safety and security of city residents, tourists, first responders, and critical infrastructure. The VidSys PSIM software system brings together all of the disparate security and building systems throughout the [redacted] for continuity and real-time situational awareness. It enables the integration and correlation of data from multiple video assets, devices, and sensor systems, including access control, CCTV, fire, CBRNE, elevator, building management systems, and HVAC. The VidSys PSIM software pro-actively applies analytics and intelligence to the data in order to present security personnel with all the information necessary to verify a situation, and then provides the instructions and tools to coordinate activities across agencies and organizations to resolve the situation quickly.

5. [redacted] Transportation Management Center

Contractor Name: **VidSys (Subcontractor)**

Customer: [redacted]

Dates: 2008 (Implementation) – Present (Operation)

The [redacted] is focused on around-the-clock coordination and communication among the [redacted] other partner agencies in the metropolitan area to manage daily transportation incidents and reduce congestion on some of the busiest expressways in the world. Additionally, it is designed to safely and efficiently move people, goods, services and information vital to the economy through the [redacted] VidSys implemented their PSIM software at the heart of the [redacted] Central Video and Control System (CVCS). The CVCS monitors and manages all incidents within the [redacted]

[redacted] sub-region. The software collects, correlates, and analyzes information from across multiple devices from different vendors and presents intelligent views of the situation to the center operators. The CVCS provides one common operating picture for the multi-agency coordination, empowering the [redacted] operators to effectively manage complex technologies and emergencies by enabling them to focus on the management of situations instead of technologies.

6. [redacted] Security Enhancement

Contractor Name: **VidSys (Subcontractor)** [redacted]

Dates: 2011 (Implementation) – Present (Operation)

To support the City of [redacted] in hosting the [redacted], VidSys extended the City's PSIM platform to [redacted], which had already been providing the City of [redacted] software and strategic counsel as part of a public safety initiative for four years. Less than two weeks before the events, the City installed additional outdoor cameras and integrated those cameras, existing security devices at [redacted] cameras at the center's Metro Rail stop with the VidSys PSIM software. The system provided a complete view of activity in and around the event area and information exchange capabilities between multiple organizations to jointly manage security and safety situations through multiple command centers, established for each security team [redacted] Officials at each command center and near the basketball court shared access to the 300 cameras located throughout areas affected by the event's activities in case of an emergency response requiring full interagency collaboration.

As security concerns were reported, the VidSys PSIM software enabled [redacted] officers to pull up cameras at the concourse level and inside the arena to monitor and search for suspects who matched the descriptions of reported situations. With the VidSys technology, operators were able to track and deliver real-time information on the whereabouts of suspects to officers being dispatched. Following any incidents, they could continue to monitor individuals outside of the stadium and downtown for continued safety. Additional key Public Safety and Homeland Security stakeholders in the region were able to view the same video sources from command centers located in the city.

7. [redacted] Emergency Operations Center

Contractor Name: **BBI Construction/MWA Architects (Subcontractors)** [redacted]

Dates: 1999 (Construction Completed)

Recognizing its susceptibility to earthquakes and other natural disasters that would disrupt operations, the [redacted] selected the SAIC team to build an Emergency Operations Center (EOC) to provide a location for immediate coordination and management [redacted] during a period without normal power or communications. Michael Willis Architects (MWA) and BBI Construction collaborated on the design and construction of the new 14,500 sq-ft addition to an existing firehouse. MWA completely renovated the existing Fire Dispatch Center and added the EOC to the complex, using Beaman's Inc. to implement sophisticated electrical and electronic control systems, including redundant emergency power and communications systems, uninterruptible power for computer systems, and structural strength in excess of essential service facility standards. MWA's architectural design included features to reduce staff member stress, such as daylighting, spatial openness, and noise mitigation. The completed EOC is equipped to coordinate with various [redacted] departments and other response agencies, and serves as a focal point for the City in times of disaster.

8. [redacted] Geospatial Security Mapping System

Contractor Name: **URS/NorthSouth GIS (Subcontractors)** [redacted]

Dates: December 2011 – Present

URS was selected to develop and implement the Geospatial Security Mapping Systems (GSMS) for the [redacted] to produce and enterprise GIS comprised of data, hardware, software, process documentation, training, and support to improve daily operations, prepare for and manage crisis events, and advise recovery efforts. URS conducted a stakeholder

needs assessment and IT systems analysis in order to determine the requirements for GSMS functionality, data, and system architecture. The system is based on ArcGIS for Server and SQL Server technology, and URS converted, migrated, and collected geospatial data from many sources, often using Safe Software FME Desktop, to populate the enterprise geodatabases. NorthSouth GIS (NSG) led the design of the system, selection, installation, and configuration of software, integration of other systems, databases, and live data feeds. NSG also created and delivered PortView, an intuitive and powerful GIS data portal built with Microsoft, ESRI and Latitude Geographics technologies, enhanced by a custom developed tool to facilitate a multi-user and security-sensitive port environment. The GSMS provides increased situational awareness of the physical condition of the [redacted] emergency response infrastructure system and disseminates information that may affect the daily operation plan, security, business continuity, and incident response in a user-friendly spatial interface. In order to raise awareness and educate users of the GSMS at the [redacted] the team implemented an outreach strategy and conducted formal training sessions for GSMS users. After Phase I of the GSMS implementation was completed in June 2012, the team began providing two years of on- and off-site user support and system monitoring and maintenance along with selected enhancements and upgrades. NSG took the lead in writing a five year strategic plan for the implementation of GIS at the maritime, aviation, and commercial real estate divisions of the [redacted], delivered all software training, and continues to assist URS and the [redacted] during the two year support and outreach phase of the project

9. [redacted] Transportation Management Center System Integration

Contractor Name: **Kimley-Horn (Subcontractor)** *Customer:* [redacted]
Dates: July 2009 – September 2010

Kimley-Horn provided system integration services for creating a new transportation network hub at the [redacted] Emergency Operations Center (EOC) Data Center and for integrating the Center with the City network. The Kimley-Horn team coordinated with IT divisions for design approval. Kimley-Horn also installed new firewall, new switch, new virtualization server, and upgraded traffic signal system central server, and provided direction regarding future expansion for new field channels and servers (VantageView intersection video detection camera, Video Management Server).

10. [redacted] Airport CCTV Upgrade

Contractor Name: **TEECOM (Subcontractor)** *Customer:* [redacted]
Dates: June 2012 - Present

Utilizing a Federal Aviation Administration (FAA) grant, [redacted] Airport retained TEECOM to design upgrades and expansions to its CCTV system. The design elements included a site survey, an analysis of existing equipment and infrastructure, a review of the existing control center, integration options to Terminal 2, a cost estimate, and design of a digital network recording system with intelligent video analytics capabilities for the entire airport. Engineering work included the development of full construction documents for upgrading equipment and infrastructure for over 100 cameras. TEECOM also completed a threat assessment to provide recommendations to the [redacted]t to integrate the new technology with the existing systems.

TABLE OF CONTENTS

7.0 FEE PROPOSAL AND BILLING RATES

As specified in the City of Oakland's request for proposal (RFP), Science Applications International Corporation (SAIC) has developed a time and material cost estimate. The price is based on SAIC's experience performing Joint Domain Awareness projects of similar scope and complexity. The price is derived from estimating the number of work hours for each task; estimating the cost of materials, printing, and administrative expenses; and budgeting for reasonable and customary travel expenses.

Exhibit 7- 1 shows the estimated price for each project task. The price for each task includes labor, travel, materials, and other direct costs. The proposal is valid for 60 days after the date of submittal.

Part A - Design/Build/Maintain Technology Linkage System		
Item	Description	Total (Lump Sum)
1	Professional Services	$ 988,718
2	Hardware (servers, storage, netwrok, audio/visual system, etc.)	$ 832,637
3	Software	$ 307,452
4	Training	$ 126,133
5	Support and Maintenance	
	Year 1	$ 134,808
	Year 2	$ 23,235
Part B - Design/Build Existing Building Improvements		
1	Professional Services	$ 67,612
2	Construction (Labor, Tools, Appliances, Equipment, Transportation and Services)	$ 172,795
3	Furniture	$ 5,297

Exhibit 7- 1. Estimated Time and Material Price by Task.

Exhibit 7-2 shows the detailed man-hour breakdown for each project task.

	Prof. Services	H/W	S/W	Trg	MT - Yr1	MT - Yr2
Labor Category	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**
Project Manger OT11A	940			100	30	30
System Engineer 09A	860			140	30	30
System Engineer 08A	64			140	0	0
System Engineer 06A	80			-	0	0
IT Technologist 08A	168			-	0	0
Ops Administrative 05A	-			-	100	0
IT Technologist 08B	48			-	0	0
SME 1	16			16	0	0
Business Finance 08A	-			16	0	0
Business Finance 07A	90			-	8	8
IT Technologist 09A	56			-	0	0
Ops Technologist 10A	-			60	0	0
Project Manager 10B	112			-	20	20
System Engineer 10B	1,000			40	30	30
SME 2	40				0	0
SME 3	46				0	0
SME 4	160				0	0
SME 5	80				0	0
SME 6	24				0	0
SME 7	84				0	0
SME 8	16				0	0
SME 9	8				0	0
SME 10	40				0	0
SME 11	8				0	0
SME 12	8				0	0
SME 13	8				0	0
SME 14	56				0	0
SME 15	24				0	0
	4,036	-	-	512	218	118

Exhibit 7-2. Man-Hour Breakdown By Task.

Exhibit 7-3 is SAIC's rate schedule, which shows hourly rates by labor category. The hourly rates are all inclusive of salary, fringe benefits, overhead, and profit. The hourly rates do not include expenses (travel, materials, and other direct costs).

Labor Category	Base Period Rate	OY1 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	

Exhibit 7-3. Hourly Rates by Classification.

Exhibit 7-4 is SAIC's travel and other direct costs.

Cost Element	Totals
Travel	$14,350
ODCs	$19,572
Total	**$33,922**

Exhibit 7-4. Other Direct Costs.

7.1 Pricing Assumptions

- **Agreement type.** This proposal is submitted based upon a Time and Materials (T&M) agreement being awarded to SAIC in accordance with our technical approach. This proposal is based upon our current understanding of the project. Revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by City of Oakland.
- **Period of Performance.** This proposal is based upon a period of performance beginning January 1, 2013 and continuing through December 31, 2020.

- **Proposal.** SAIC's project approach is based upon the receipt of an agreement for all of the services proposed and is subject to adjustment in price and schedule in the event of differing tasks or other requirements are required than are set forth in the proposal. The final approved proposal will be part of the awarded agreement by reference or incorporated.
- **Living Wage Ordinance Reporting**. SAIC assumed that the City would grant SAIC a waiver for the liquidated damages under the reporting section of the ordinance.
- **Schedule P - Nuclear Free Zone**. SAIC assumed that the City would grant SAIC a waiver for this requirement.
- **Professional Services Agreement – Section 12 - Liquidated Damages**. SAIC has assumed that liquidated damages section would not apply due to the execution of a performance bond under Section 14.
- **Professional Services Agreement – Section 38 – Right to Offset**. SAIC has assumed that this section would not apply to these services.
- **Exhibit 4, 2. Inspection of Books and Records/Right to Audit**: SAIC assumes that any audits conducted under an agreement between the City of Oakland and SAIC will not be conducted by a competitor of SAIC. Any such auditor shall be subject to a non-disclosure agreement acceptable to SAIC. SAIC agrees to the scope of the audit including any and all documents developed and maintained as part of the project; however, all financial data provided in connection with any such audit will be limited to the pricing data included in SAIC's proposal.
- **Exhibit 4, 11. Prompt Payment Ordinance:** SAIC assumes that mobilization fees as set forth in the 3rd paragraph of this clause do not apply to the services to be performed under this RFP.
- The information presented in the ConOps and TLS documents are sufficient to guide the conceptual design.
- Verification of the goals of the system will be a short process having already been done under the current ConOps.
- Key stakeholders are the OPC, ODF, EOC, and the Port.
- As the SOW calls for COTS products extensive customization of the systems or documentation will not be required to meet the Port's objectives.
- **RiskShield™ Software License** SAIC assumes that the VidSys's software license for the RiskShield™ PSIM software will be incorporated into the resulting contract.

7.2 Terms and Conditions

SAIC has conducted a review of the City's sample professional services agreement and would like the City to consider the following modification requests:

- ~~**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.*~~

  (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.

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

(c) As used herein, "Intellectual Property" shall mean 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.

- **13. Limitation of 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 or the amount actually paid to Contractor under this Agreement, whichever is less.

(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.

- **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*~~ *to the extent resulting from:*

(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 United States 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;*~~

Provided the City (1) provides 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 ad authority to defend; and (4) has not compromised or settled such claim without Contractor's prior written consent. Contractors infringement indemnity obligation shall not extend to any claims arising out of (1) services performed in accordance with specifications or a Statement of Work (SOW) provided by the City; (2) any modification of a service or item provided by Contractor under this Agreement; (3) use of any item or service provided under this Agreement in a manner for which such item or service was not designed; or (5) combination of an item or service provided under this Agreement with any item not provided by Contractor in a manner not intended for its use. 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 functionally equivalent, (2) obtain for the City the fights necessary to use such item or service at Contractor's 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.

(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.

- **Limited Warranty:** SAIC request the City to add the following provision:

  - *(a) Contractor warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided City has delivered to Contractor timely notice of such breach as hereinafter required, Contractor shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to City that portion of the Price received by Contractor attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless City has delivered to Contractor written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing warranty.*

  - *(b) 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.

- *(c) 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 scope under this Agreement.*

7.3 Administrative Details

- **Performance Bond**: SAIC proposes to comply with the requirement to provide a Performance Bond for the Service Agreement if selected and pending contract negotiations with the following proposed conditions;

a) During contract negotiations, the City would further discuss and clarify with the SAIC whether or not the work scope risk necessitates a Performance Bond and for what amount not to exceed the negotiated contract price

b) If the City determines that a Performance Bond is required, will respectfully recommend in consultation and for consideration by the City of Oakland the following;

   a. the Performance Bond may be segregated into two components, where each component is associated with the two major work scope 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.

- **Invoicing**: Invoices will be submitted on a monthly basis. Payment terms are to be net 15 from the date of receipt a proper invoice from SAIC.

a. City will pay SAIC on a "time and materials" basis for labor expended and costs and expenses incurred, as hereinafter described. SAIC will use good faith efforts to complete the services and deliver the deliverables within the estimated price set forth herein, but does not guarantee that the services can be completed or the deliverables can be delivered within the estimated price.

b. City shall pay to SAIC for labor expended in performing the services an amount computed by multiplying the applicable hourly billing rate set forth herein by the number of hours worked. Fractional parts of an hour shall be payable on a prorated basis.

c. In addition to paying for labor expended, City shall reimburse SAIC for the cost of all goods and materials purchased exclusively for use in performing the Services or which are incorporated into any deliverable, as well as for all reasonable travel expenses and miscellaneous out-of-pocket expenses incurred in performing the Services. Such costs and expenses shall be subject to the administrative and overhead charge of 18%.

d. City shall have no obligation to pay SAIC more than the estimated price. SAIC shall have no obligation to provide labor or incur costs or expenses having a combined value more than the estimated price, even if the services have not been completed or the deliverables delivered, or the results desired by City have not been achieved. The parties may, by mutual written agreement, increase the estimated price.

e. SAIC shall have a lien upon and may retain or repossess any and all deliverables if City does not make payment in full to SAIC.

f. Payment should be made to SAIC by either EFT or check. SAIC herein provides the necessary information for payment by electronic Funds Transfer (EFT). The following bank information is provided:

Science Applications International Corporation
Citibank, N.A.
399 Park Avenue
New York, New York 10043
[redacted]

Should EFT payment not be available, please remit payments to the following address:

Science Applications International Corporation
P.O. Box 223058
Pittsburgh, PA 15251-2058

- **Resources to be Provided by Customer:** Customer shall provide, maintain and make available to SAIC, at Customer's expense and in a timely manner, the resources described in this section, and such other additional resources as SAIC may from time to time reasonably request in connection with SAIC's performance of the services. Delays in the provision of these resources may result in delays in the performance of the services, or an increase in the Price.

  (a) Customer will designate qualified Customer personnel or representatives to consult with SAIC on a regular basis in connection with the services. Customer will furnish such documentation and other information as is reasonably necessary to perform the services.

  (b) Customer shall furnish access to Customer's premises, and appropriate workspace for any SAIC personnel working at Customer's premises, as necessary for performance of those portions of the services to be performed at Customer's premises.

- **Authorized Negotiators**: The names and telephone numbers of SAIC's authorized contract representative for the purposes of negotiation and contract administration are:

	Primary	Secondary
Name	Melanie Ludwig	Thomas A. Elliott
Title	Sr. Contract Representative	Contracts Manager
Address	1710 SAIC Drive, M/S 1-2-2	4449 Easton Way, Suite 130
	McLean, VA 22102	Columbus, OH 43219
Phone	(703) 862-3146	614.975.9155
Fax	(703) 738-7010	614.593.6396
Email	Melanie.J.Ludwig@saic.com	Thomas.a.elliott@saic.com

8.0 RFP CHECKLIST

As specified in the City of Oakland's request for proposal (RFP), SAIC has included a copy of the following signed forms with our submission:

- ☑ Schedule E – Project Consultant Team (for both PART-A and PART-B)
- ☑ Schedule O – Campaign Contribution Limits
- ☑ Signed Addenda (for both Addendum 1 and Addendum 2)
- ☑ DUNS Number Reporting Form

SCHEDULE O

CITY OF OAKLAND

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 -05'00'

Signature

12/10/12
Date

Thomas A. Elliott
Print Name of Signer

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 _____

Revised 3/2/2009

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) 238-2281
TDD (510) 238-3254

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 Proposer'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

Item	*Description*	*Total (Lump Sum)*
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. iSupplier questions, please send an email to isupplier@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 Manger

ADDENDUM NO. 1 ACKNOWLEDGED:

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 10:54:55 -05'00'

Signature of Bidder

14 Nov 2012

Date

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) 238-2281
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. iSupplier questions, please send an email to isupplier@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/CTS/PlanHoldersList/index.htm.

Ahsan Baig, Project Manger

ADDENDUM NO. 2 ACKNOWLEDGED:

Signature of Bidder

12/4/12
Date

CITY OF OAKLAND

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