



City of Oakland

## SCHEDULE T

### CONTRACT SUMMARY TRANSMITTAL\*

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

1. Agency: Information Technology Department Department: Office of Chief Information Officer

2. Project Name: Oracle Upgrade Project Amount: \$300,000

3. Budget / Funding: ( \*\* Multiple Funding Sources - Complete Additional Funding Section on Page 2 )  
Fund #: 5510 Org #: 94461 Account #: 54811 Project #: C468130 Program #: I P62 Encumbrance Amount \$: \_\_\_\_\_

4. Project Manager / Responsible Employee Name: Myron Lai  
Title: Project Manager Phone: x6752 email: mlai@oaklandnet.com

5. Supervisor / Direct Report or Alternate Employee Contact:  
Name: Doris Cheng Phone: x4979 email: dcheng@oaklandnet.com

6. Consultant / Contractor Name: Orasys, LLC  
Address: 110 Turnpike Road, Westborough, MA 01581 Phone: 508-870-3200 email: madhu.reddy@orasys.com

7. Type of Contract (Mark X): Professional Service: ☒ Construction: ☐ Commodities: ☐ Technology: ☐

8. Statement of Contract Goal / Purpose: To provide technical staff services on an hourly basis to provide technical support.

9. Actual or Estimated Notice To Proceed (NTP) Date: 2/8/2016 Estimated Completion Date: 2/7/2017

10. Resolution Number: 84579 C.M.S. Resolution Date: 7/30/13

11. Location of the Contract Documents: ITD Administrative Office

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

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

Please attach separate sheets if required.

Performance, Inspection, Fiscal Reporting and Audit Requirements	
Performance Evaluation:	
Inspection Requirement:	
Fiscal Reporting Requirement:	
Audit Requirement:	

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

City Representative: CYNTHIA PERKINS (Please Print) Date: 1/29/16

City Representative Signature: \_\_\_\_\_

City Clerk: \_\_\_\_\_ (Please Print) Date: 4/15/16

City Clerk Signature: \_\_\_\_\_

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

**PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT  
BETWEEN THE CITY OF OAKLAND  
AND  
Orasys, LLC**

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of January 25, 2016 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and Orasys, LLC ("Contractor")

2. Scope of Services

Contractor agrees to perform the services specified in **Schedule A, Scope of Services** attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for the City shall be Doris Cheng, HR Systems Analyst Systems Supervisor.

3. Time of Performance

Contractor's services shall begin on February 8, 2016 and shall be completed February 7, 2017.

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed Three Hundred Thousand Dollars \$300,000.00, based upon the scope of services in **Schedule A** and the budget by deliverable tasks and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor's actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into

clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

## 5. Independent Contractor

### a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

### b. Contractor's Qualifications

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

### c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely

payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

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

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

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

g. Extra Work

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

6. Proprietary or Confidential Information of the City

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

7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed 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.

8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

9. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

10. Agents/Brokers

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

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

## 12. Publicity

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

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

## 13. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

## 14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached at the end of this sample agreement and incorporated herein by reference.

## 15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
  - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
  - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
  - (iv) 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;
  - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
  - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. 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 any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no

event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.

- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnatee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnatee.
- f. All of Contractor's obligations under this Section 15 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. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

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



claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

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

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

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

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

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

#### 18. Arizona and Arizona-Based Businesses

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

headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

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

19. Dispute Disclosure

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

20. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **February 7, 2017**.

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.

- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

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

c. Remedies and Sanctions

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

22. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.

- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

- a. *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
- b. *Good Faith Effort* - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c. *Preference Points* – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f. *Additional Preference Points*. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for h having an Oakland workforce on Non-Construction Contracts
- g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.

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

24. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage

Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$12.53 with health benefits or \$14.40 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1<sup>st</sup> of each year, contractor shall pay adjusted wage rate.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.83 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

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

25. Minimum Wage Ordinance

Pursuant to the Oakland Municipal Code Chapter 5.92, the New Minimum Wage Law became effective March 2, 2015.

Oakland employers are subject to the federal, state and Oakland minimum wage laws. When there are conflicting requirements in the laws, the employer must follow the stricter standard. In the case of minimum wage, Oakland employers must pay employees the rate that is most beneficial to the employee. Thus, since Oakland's current law requires a higher minimum wage rate than does the state and federal law, all employers that have employees who perform work in Oakland who are subject to the laws must pay at least the City's minimum wage rate.

The Measure: (1) establishes a \$12.25 per hour minimum wage, (2) requires paid sick leave and (3) requires payment of service charges to hospitality workers.

For further information, please go to the following website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

26. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general



welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

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

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

27. City of Oakland Campaign Contribution Limits

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

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

28. Nuclear Free Zone Disclosure

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

29. Political Prohibition

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

30. Religious Prohibition

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

31. Business Tax Certificate

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

32. Abandonment of Project

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

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

33. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

34. Governing Law

This Agreement shall be governed by the laws of the State of California.

35. Notice

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

(City of Oakland)

Administrative Services Dept.  
Information Technology  
150 Frank Ogawa Plaza Suite #7335  
Attn: Myron Lai, Oracle Project Mgr.

Name of Contractor

Orasys, LLC  
110 Turnpike Rd, Suite 212  
Westborough, MA 01581  
Attn: Madhu Reddy

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

36. Entire Agreement of the Parties

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

37. Modification

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

38. Severability/Partial Invalidity

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

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

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

39. Time of the Essence

Time is of the essence in the performance of this Agreement.

40. Commencement, Completion and Close out

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

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

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

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

41. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

42. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

**City of Oakland,**  
**a municipal corporation**

Detroit Barker 3/4/16 AB

(City Administrator's Office) (Date)

Katrina Kinn 3-2-16  
(Agency Director's Signature) (Date)

\_\_\_\_\_  
Approved as to form and legality:

[Signature] 3/2/16  
(City Attorney's Office Signature) (Date)

**Orasys, LLC**

[Signature] 01/28/2016

(Signature) (Date)

28058358

\_\_\_\_\_  
Business Tax Certificate No.

12/31/16  
Date of Expiration

Resolution No. 84579 C.M.S.

\_\_\_\_\_  
Accounting Number

**END OF PROFESSIONAL SERVICES AGREEMENT**

## Schedule A

**CITY OF OAKLAND**  
**CONSULTING AND PROFESSIONAL SERVICES CONTRACTORS**  
**SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED**

The services to be performed by consultant shall consist of services requested by the Project Manager or a designated representative, including but not limited to the following:


**TASK:**

To provide technical staff services on an hourly basis at agreed hourly rates in order to backfill open positions and provide supplemental expertise for projects as requested by the Information Technology Department, and in accord with the job descriptions and pay rates as set forth in Schedule A-1 attached hereto and incorporated herein.

**Consultant:**

*Orasys, LLC*


Madhu Reddy, Account Manager



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**City Representative**

Cynthia Perkins, Assistant to the Director



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Schedule A-1

January 26, 2016

**To Whom It May Concern**

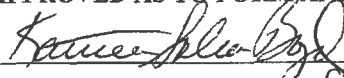
Per the contract with the City of Oakland the hourly rate range for technical placements will range from 90/HR to 120/HR as per the skill sets/Role below.

- Archana Sapkota is a Lead Oracle Applications Functional Consultant with Over 11 years of experience in Oracle Applications (11i and R12). Orasys LLC is proposing Archana at a price of \$110.00/HR.
- Pragathi Bysana is a Sr. Oracle Applications Developer with Over 10 years of experience Oracle Applications (11i and R12). Orasys LLC is proposing Pragati at a price of \$100.00/HR.

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2013 JUL 12 AM 10:02

APPROVED AS TO FORM AND LEGALITY

  
City Attorney

✓

CITY OF OAKLAND  
84579  
RESOLUTION NO. \_\_\_\_\_ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO EXECUTE A MASTER LEASE AGREEMENT, MUNICIPAL PAYMENT PLAN AND ALL RELATED DOCUMENTS WITH IBM CREDIT LLC AND ORACLE CREDIT CORPORATION, FOR FINANCING IN AN AMOUNT NOT TO EXCEED \$19,250,000 FOR A TERM OF NOT MORE THAN 7 YEARS AND AN INTEREST RATE NOT TO EXCEED 3.5% TAX EXEMPT AND/OR 4.8% TAXABLE, TO PROVIDE FUNDING TO ENTER:

(1) RENEWAL OF ON-GOING INFORMATION TECHNOLOGY OPERATIONS AND MAINTENANCE AGREEMENTS AND (2) HARDWARE, SOFTWARE, PROFESSIONAL SERVICES AND MAINTENANCE AGREEMENTS TO UPGRADE AND ENHANCE ORACLE, MICROSOFT AND PUBLIC SAFETY SYSTEMS;

IN ADDITION, THE CITY COUNCIL AUTHORIZES ENTRY INTO INFORMATION TECHNOLOGY AGREEMENT(S) FOR UPGRADES TO EXISTING SYSTEMS WITHOUT RETURNING TO COUNCIL AND WAIVES COMPETITIVE BIDDING, ADVERTISING AND REQUEST FOR PROPOSALS/QUALIFICATION PROCESS REQUIREMENTS FOR FINANCING AND INFORMATION TECHNOLOGY AGREEMENT(S).

WHEREAS, technology is the underlying pin that connects multiple departments and agencies together. It remains the basis upon which many of City processes provide basic services to its constituents; and

WHEREAS, OMC section 2.04.051 requires that a competitive Request For Proposal ("RFP") or Request For Qualifications ("RFQ") selection process for award of contracts that exceed \$25,000 for professional service contracts and which are exempt from bidding under Section 2.04.050.1.1; and

WHEREAS, OMC sections 2.04.050.I. and 2.04.051.B permit the Council to waive advertising, bidding and the request for proposal/qualifications processes upon finding that it is in the City's best interest to do so;

WHEREAS, staff recommends that it is in the City's best interests to waive advertising and the request for proposals process for the Master Lease, Contracts and Services related to these contracts due to the unique financing and other aspects of said lease agreements; and



**WHEREAS**, the appropriation of said financed funds is necessary to maintain/upgrade existing systems and implement these infrastructure improvements;

**WHEREAS**, staff has determined the required upgrades and improvements must be able to integrate into existing systems and facilities and therefore limits the qualified vendors that are able to provide the equipment and professional services to facilitate the upgrades and improvements at the lowest possible cost; and

**WHEREAS**, such information technology contracts will need to be completed within a shortened time span and will be used to upgrade existing systems, and that such waiver is reasonable and economical under the circumstances;

**WHEREAS**, the ability to upgrade existing systems will provide significant cost savings and other efficiencies to the City, requiring the use of vendors who are familiar with the existing Information Technology architecture; now, therefore be it

**RESOLVED**, that the City Council finds and determines the forgoing recitals to be true and correct and hereby adopts and incorporates them into this Resolution; and be it

**FURTHER RESOLVED**, that the City Administrator or designee is authorized without returning to Council to negotiate and execute a Master Lease Agreement(s), the Payment Schedule, the Escrow Agreement(s) and all documents necessary and related to financing in an amount not to exceed \$19,250,000, for a term of not more than 7 years and an interest rate not to exceed 3.5% tax exempt and/or 4.8%, taxable, to fund ongoing operations and maintenance agreements and hardware, information technology software, and professional service agreements to upgrade and enhance critical information systems; and be it

**FURTHER RESOLVED**, that the City Administrator or designee is authorized without returning to Council to negotiate and execute Ongoing Operations and Maintenance Agreements and contracts for upgrades for Hardware, Software, Professional Services and Maintenance agreements to existing systems for critical Infrastructure improvements; and be it

**FURTHER RESOLVED**, that pursuant to the Oakland Municipal Code Section 2.04.051.B and for the reasons stated above and in the report accompanying this item, the City Council hereby finds and determines that it is in the best interests of the City to waive the advertising and the request for proposals process for the contracts related to the financing and information technology agreements; and be it

**FURTHER RESOLVED**, that the Office of the City Attorney will approve the contracts as to form and legality and copies will be on file in the Office of the City Clerk; and be it

**WHEREAS**, the appropriation of said financed funds is necessary to maintain/upgrade existing systems and implement these infrastructure improvements;

**WHEREAS**, staff has determined the required upgrades and improvements must be able to integrate into existing systems and facilities and therefore limits the qualified vendors that are able to provide the equipment and professional services to facilitate the upgrades and improvements at the lowest possible cost; and

**WHEREAS**, such information technology contracts will need to be completed within a shortened time span and will be used to upgrade existing systems, and that such waiver is reasonable and economical under the circumstances;

**WHEREAS**, the ability to upgrade existing systems will provide significant cost savings and other efficiencies to the City, requiring the use of vendors who are familiar with the existing Information Technology architecture; now, therefore be it

**RESOLVED**, that the City Council finds and determines the forgoing recitals to be true and correct and hereby adopts and incorporates them into this Resolution; and be it

**FURTHER RESOLVED**, that the City Administrator or designee is authorized without returning to Council to negotiate and execute a Master Lease Agreement(s), the Payment Schedule, the Escrow Agreement(s) and all documents necessary and related to financing in an amount not to exceed \$19,250,000, for a term of not more than 7 years and an interest rate not to exceed 3.5% tax exempt and/or 4.8%, taxable, to fund ongoing operations and maintenance agreements and hardware, information technology software, and professional service agreements to upgrade and enhance critical information systems; and be it

**FURTHER RESOLVED**, that the City Administrator or designee is authorized without returning to Council to negotiate and execute Ongoing Operations and Maintenance Agreements and contracts for upgrades for Hardware, Software, Professional Services and Maintenance agreements to existing systems for critical Infrastructure improvements; and be it

**FURTHER RESOLVED**, that pursuant to the Oakland Municipal Code Section 2.04.051.B and for the reasons stated above and in the report accompanying this item, the City Council hereby finds and determines that it is in the best interests of the City to waive the advertising and the request for proposals process for the contracts related to the financing and information technology agreements; and be it

**FURTHER RESOLVED**, that the Office of the City Attorney will approve the contracts as to form and legality and copies will be on file in the Office of the City Clerk; and be it

**FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage.

IN COUNCIL, OAKLAND, CALIFORNIA JUL 30 2013, 2013

**PASSED BY THE FOLLOWING VOTE:**

AYES: ~~BROOKS~~, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID,  
SCHAAF and PRESIDENT KERNIGHAN - 7

NOES: 0

ABSENT: 0

ABSTENTION: 0

Excused- Brooks - 1

ATTEST: 

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

## Perkins, Cynthia

---

**From:** Wu, Jonathan  
**Sent:** Wednesday, January 27, 2016 2:42 PM  
**To:** Perkins, Cynthia  
**Subject:** RE: Orasys, LLC

Hi Cynthia,

Orasys is official. The company has been assigned the business tax account number # 28058358.

Have a good day.

Jonathan Wu  
City of Oakland  
Business Tax Customer Service  
250 Frank Ogawa Plaza, Suite 1320  
Oakland, CA 94612  
(510) 238-3789

---

**From:** Perkins, Cynthia  
**Sent:** Wednesday, January 27, 2016 2:24 PM  
**To:** Wu, Jonathan  
**Subject:** Orasys, LLC

Hi Jonathan,

Thanks so much for taking my call this afternoon. As we discussed, the vendor (Orasys, LLC) will begin working in Oakland on February 1, 2016 per the contract I am currently preparing.

Thanks,  
Cynthia

Cynthia P. Perkins  
Assistant to the Director  
Information Technology Department  
(510) 238-4702

*"Do not go where the path may lead, go instead where there is no path and leave a trail."*

~Ralph Waldo Emerson



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2015

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

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

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central Street  Natick MA 01760		<b>CONTACT NAME:</b> Select Department <b>PHONE (A/C No. Ext):</b> 800-333-7234 x66807 <b>FAX (A/C No.):</b> 781-586-8244 <b>E-MAIL ADDRESS:</b> selectwork@easterninsurance.com	
<b>INSURED</b> Orasys LLC 110 Turnpike Road, Suite 212  Westborough MA 01581		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20281	

**COVERAGES**

CERTIFICATE NUMBER: CL1572362363

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	36025857	7/28/2015	7/28/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	Y	36025857	7/28/2015	7/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			79892344	7/28/2015	7/28/2016	EACH OCCURRENCE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE \$ 5,000,000
	\$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	71750046	7/28/2015	7/28/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Errors & Omissions			36025857	7/28/2015	7/28/2016	LIMIT \$5,000,000 DEDUCTIBLE \$1,000

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

**IT CONSULTANT**

City of Oakland, its council members, directors, officers, agents, employees and volunteers are Additional Insured for General Liability on a primary and non-contributory basis. Waiver of subrogation applies in favor of City of Oakland, its council members, directors, officers, agents, employees and volunteers for all work performed by the contractor, its employees, agents and subcontractors with respect to General Liability, Auto Liability and Workers Compensation. Additional Insured and Waiver of Subrogation endorsements attached.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF OAKLAND  
OAKLAND CITY HALL  
1 FRANK H OGAWA PLAZA  
OAKLAND, CA 94612

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

AUTHORIZED REPRESENTATIVE

John Koegel/KH3



## Schedule B-2 – Arizona Resolution

To be completed by Business Owner

### Declaration of Compliance with the Arizona Resolution #82727

- (1) Business Name ORASYS LLC
- (2) Business Contact Person: (Name/Title) MADHU P REDDY President & COO
- (3) Business Contact Person: (Phone/E-mail) (508) 472-4904 madhu.reddy@orasyss.com
- (4) Business Headquarters Address 110 Tumpike Rd, Suite#212, Westborough, MA-01581
- (5) Existing contracts with the City? ☐ Yes ☒ No If Yes, please list title and agency below:  
\_\_\_\_\_  
\_\_\_\_\_
- (6) The above named company is currently responding to the following contract opportunity:  
Title: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Name of City Contact/Project Manager/Agency/Department \_\_\_\_\_  
Phone/ e-mail \_\_\_\_\_

**A**

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

Signed (Business Owner) \_\_\_\_\_

Date 12/30/2015

**B**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Please use attachments if additional space is needed).

Signed (Business Owner) \_\_\_\_\_

Date \_\_\_\_\_

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

# Combined Contract Schedules



Business Name O R A S Y S L L C Phone (508) 870-3200 Email: Madhu.Veddy@ORASYSLLC.COM  
 Address 110 TURNPIKE RD, SUITE 212 CITY WILMINGTON STATE MA Zip 01581 Federal ID # 20-5917628  
 City of Oakland Business License Number \_\_\_\_\_ Completed by: MADHU V VEDDY Phone if different 508-472-4904

Schedule B-1 and C-1 - (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)

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

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

☒ I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

Schedule D - (Ownership, Ethnicity and Gender) *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

Part I - Ownership & Ethnicity of Prime: (Please check one and explain below)

☐ Self Employed, Name of Owner \_\_\_\_\_

☐ Partnership, General or Limited \_\_\_\_\_ Names of Partners \_\_\_\_\_

☐ Joint Venture, Names of Participants \_\_\_\_\_

☒ Corporation, State of Incorporation MASSACHUSETTS

## Ownership Interests

*All owners must be listed in this information*

Ethnicity	African American	American Indian/Alaskan Native	Asian/Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners			<u>3</u>				
% Of Total Ownership			<u>100%</u>				
Women			<u>1 (51%)</u>				
Joint Venture Ownership			<u>NONE</u>				

Part II - Certifications DBE, MBE, SBE, L/SBE etc.: Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available. NONE

**Part III - Ethnicity and Gender of Employees:**

Employment Category	Total Employees	Male							Female					
		African American	Native American /	Asian / Pacific	Hispanic	Other	African American	Native American /	Asian / Pacific	Hispanic	Caucasian	Other	Hispanic	Other
Project Management	30	0	0	1	0	0	0	0	1	0	0	0	0	0
Professional	60.0	0	0	55	0	0	0	0	5	0	0	0	0	0
Technical	1.0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerical	2.0	0	0	1	0	0	0	0	1	0	0	0	0	0
Trades	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Schedule K - (Pending Dispute Disclosure)**

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please circle one) Yes ☐ No ☒
- If "Yes", please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: \_\_\_\_\_  
 Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_ Administering Department/Division: \_\_\_\_\_  
 Issues: \_\_\_\_\_ (check) \_\_\_\_\_ Additional Disputes listed on Attachment \_\_\_\_\_

**Schedule M - (Independent Contractor Questionnaire) - PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR**

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.  
 NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 20 ? If yes, please indicate which years.		<input checked="" type="checkbox"/>
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.		<input checked="" type="checkbox"/>



	Yes	No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.	✓	
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract.	✓	
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.	✓	
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy).		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies.	✓	
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		✓
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any un-reimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		✓
10. Do you have federal and state employer identification numbers? If so, please provide these numbers.	✓	
11. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed.	✓	
12. Do you currently have clients of customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed.	✓	
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		✓
14. Do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)	✓	
15. Within the past two years have you been the employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		✓
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address.	✓	
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	✓	
b. an existing business phone number other than your home number? (please indicate # along with area code)	✓	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		✓
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		✓
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		✓
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		✓

City

	Yes	No
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes. <i>I have a long-term lease for the office building.</i>	Yes	No

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

#### FOR CITY USE ONLY

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

3/1/16 [Signature] City Attorney/Assistant City Attorney/Deputy City Attorney  
Date

#### Schedule N - (Living Wage - Declaration of Compliance) applicable to professional services contracts over \$25K only

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	65
(2) How many of your permanent employees are paid above the Living Wage rate?	ALL
(3) How many of your permanent employees are paid below the Living Wage rate?	NONE
(4) Number of compensated days off per employee? (Refer to "Compensated Days Off" of the Living Wage Ordinance)	10 Days (80 Hours)
(5) Number of trainees in your company?	None
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	Nine

#### Schedule N-1 - (Equal Benefits - Declaration of Nondiscrimination)

##### Section A. Contractor Information

- (1) Are you an EEO certified firm (Please circle one) Yes (No) (if yes, please attached certificate and skip Schedule N-1)  
 (2) Approximate Number of Employees in the U.S. 65 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please circle one) Yes (No) (4) Union name(s) NAT

### Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please circle one) Yes No  
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please circle one) Yes No

### Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

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

- (1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

### Schedule P - (Nuclear Free Zone - Ordinance 11474 C.M.S.)

- ☒ I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.

- ☐ I declare that my company is NOT in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because

### Schedule U - (Compliance Commitment Agreement)

- ☒ I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and declare that I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total tracking dollars to certified Oakland Local Truckers. If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

penalty equal to 1 and ½ times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for professional services contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website (see the link below).

#### Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

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

Oakland's Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial: JK


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

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual: Mr. Mark P. Reddy Title: President & COO

Signature: [Signature] Date: 12/30/2015

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>



DEPARTMENT OF CONTRACTING AND PURCHASING  
Social Equity Division  
Phone: 510-238-3870 Fax: 510-238-3983

**SCHEDULE D**  
**OWNERSHIP, ETHNICITY and GENDER**  
**QUESTIONNAIRE**

**Part I: OWNERSHIP & ETHNICITY of PRIME:**

Firm or Individual Name ORASYS LLC Phone (508) 870-3200

Street Address 110 TURNPIKE RD, SUITE#212 City WESTBOROUGH State MA Zip 01581 Federal ID # 20-5917628

City of Oakland Business License Number \_\_\_\_\_ Completed by: \_\_\_\_\_ Phone if different from above \_\_\_\_\_

(Please check one and explain below)

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

**Ownership Interests**

All owners must be listed in this information

Ethnicity	African American	American Indian/Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners			3				
% Of Total Ownership			100				
Women			1 (51%)				
Joint Venture Ownership			0				

**Part II: CERTIFICATIONS**

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

- ☐ Minority-owned Business Enterprise (MBE)? Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_
- ☐ Woman-Owned Business Enterprise (WBE) Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_
- ☐ Disadvantaged Business Enterprise (DBE) Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_
- ☐ Oakland Certified Local Business Enterprise Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_
- ☐ Other \_\_\_\_\_ Expiration Date \_\_\_\_\_

### Part III: Ethnicity and Gender of Employees

			Male						Female					
Employment Category	Total Employees	Oakland Residents	African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/ Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other
Project Management	3.00	0.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00
Professional	60.00	0.00	0.00	0.00	55.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00
Technical	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Clerical	2.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00
Trades	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**AFFIRMATIVE ACTION INFORMATION.** I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veterans of the Viet Nam era and shall insure compliance with all provisions of 41CFR80-250.4 where applicable.

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

Print Name MADHU P REDDY

Title PRESIDENT & COO

Date 00/00/2016

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

## PROJECT CONSULTANT TEAM LISTING

**To be completed by prime consultants only.**

12-00000

The consultant herewith must list all subcontractors regardless of tier and their respective percentage of the project work. No other subcontractors, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive local/Small Local Business Enterprise credits.

Local/Small Local Business Enterprise credits

Date: 12/21/2015

Company Name: **ORASYS LLC**

**pepco**

[illegible]

Attach additional page(s) if necessary.

**Answer additional page(s) if necessary. This information will be used for tracking purposes only.**

**Participants** were required to identify the ethnicity and gender of all individuals who contacted them by e-mail or telephone during the study period. The inclusion criteria for participants were as follows:

**THE**

## **Pending Dispute Disclosure Form**

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

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

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

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

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

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



**Individuals, Businesses or other entities should respond below:**

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

No ☒ Yes ☐ (check one)

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

Contract Title: \_\_\_\_\_

Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_

Administering Department/Division: \_\_\_\_\_

Issues: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_

Administering Department/Division: \_\_\_\_\_

Issues: \_\_\_\_\_

(check) ☐ Additional Disputes listed on Attachment

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

Signature: 

Print Name: MADHU P REDDY

Title: PRESIDENT & COO

Date: 12/25/2015

**FOR CITY USE ONLY**

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

Date \_\_\_\_\_

\_\_\_\_\_  
 City Attorney/Assistant City Attorney/  
 Deputy City Attorney

**PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR**

Name of Contractor O R A S Y S L L CSSN or Corporate Taxpayer ID No. of Contractor 2 0 - 5 9 1 7 6 2 8

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

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

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

	Yes	No
1. Have you performed services for the City in any year(s) prior to 199__? If yes, please indicate which years.		No
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.		No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.	Yes	
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract <u>52 weeks</u>	YES	
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. <u>Dunny City Business Hours - Monday thru Friday.</u>	Yes	

	Yes	No
6. Please provide the date on which you expect to complete your services under the contract. <u>12/31/2016</u>	Yes	
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. <u>Orasys Fulltime Employees will be supplied for performing the oracle Consulting Work and will also supply laptops if city cannot provide</u>	Yes	
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		NO
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. <u>NONE</u>		NO
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. <u>FED. ID: 20-5917628</u>	Yes	
11. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed. <u>Port of Oakland, Oakland CA, L.A. Bartlett Iron, Shy, CS, City of Las Vegas, NV.</u>	Yes	
12. Do you currently have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. <u>Port of Oakland, City of Las Vegas, Las Vegas, NV, L.A. Bartlett Iron, other many clients.</u>	Yes	
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		NO
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)	Yes	
15. Within the past two years have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		NO
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. <u>ORASYS LLC 110 TURNPIKE RD, SUITE # 212 WESTBORO, MA - 01581</u>	Yes	

	Yes	No
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	Yes	
b. an existing business phone number other than your home number? (please indicate #) <u>(508) 870-3200 / 508 472-4904</u>	Yes	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		No
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		No
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		No
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		No
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes. <u>I have line of credit using personal Guarantee.</u> <u>We have leased Office for the next three</u> <u>years.</u>	✓	

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

12/30/2015  
Date

[Signature]  
Contractor

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

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**PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY REQUESTING DEPARTMENT**

Contracting Dept. or Agency \_\_\_\_\_  
 Dept. or Agency Liaison \_\_\_\_\_ (Ext. \_\_\_\_\_)  
 Name of Contractor \_\_\_\_\_  
 Contractor EIN or SSN \_\_\_\_\_

To be completed by the City Department or Agency, and attached in completed form with Part A (completed by the Contractor) and submitted for written approval to the City Attorney before submission of contract.

1. Briefly describe the work to be performed by the Contractor. To provide technical staff services on a hourly basis to backfill open positions and provide supplemental expertise for projects as requested

2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants?  
Yes

3. Do you intend to give the Contractor instructions on how to do the work under the contract?  
Yes

4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. Supervision will take place at the Manager or Supervisor level

5. Will the work of the Contractor end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain?  
based on funding

6. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). The contractor will work 100% on-site at City facilities

7. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification?  
No

8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) \_\_\_\_\_

9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour.  
Hourly TBD based on type of position



## Schedule N

### DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$12.27 per hour with health benefits, or \$14.10 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, of each year, Contractor shall pay the adjusted wage rates.**

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

**Employment Questionnaire:** Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	65
(2) How many of your permanent employees are paid above the Living Wage rate?	ALL
(3) How many of your permanent employees are paid below the Living Wage rate?	NONE
(4) Number of compensated days off per employee? (Refer to item "a" above)	12 DAYS
(5) Number of trainees in your company?	NONE
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	NONE

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

OKASYSS LLC  
 Company Name  
 110 TURNPIKE RD, SUITE 212  
 Address WESTBORO, MA-01581  
 (508) 472-4904  
 Phone  
 MADHU.REDDY@OKASYSS.COM  
 Email Address

Signature of Authorized Representative  
 MADHU P REDDY  
 Type or Print Name  
 PRESIDENT & COO  
 Type or Print Title  
 01/26/2015  
 Date

**Schedule N-1: Equal Benefits – Declaration of  
Nondiscrimination/Equal Access**  
(Completed by the Prime Contractor ONLY)

**Section A. Vendor/Contractor/Consultant/CFAR<sup>1</sup> Information**

Name of Company ORASYS LLC  
 Name of Company Contact MADHU P REDDY  
 Address Street 110 TURNPIKE RD, SUITE #212  
City WESTBOROUGH State MA Zip 01581  
 Phone 508-472-4904 Fax 508-519-5385 Email MADHU.REDDY@ORASYS.COM  
 Vendor number 201600548 Federal ID or Social Security Number 90-5917628  
 Approximate Number of Employees in the U.S. 65  
 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes ☐ No ☒  
 (Please circle one)  
 Union name(s) \_\_\_\_\_

**Section B. Compliance**

Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please circle one) ☒ Yes ☐ No  
 Does your company provide or offer access to any benefits to employees with domestic partners<sup>2</sup>? (Please circle one) ☒ Yes ☐ No

**Section C. Compliance**

Please check each benefit that applies

Benefit	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vision	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Retirement (Pension, 401K, etc)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other <u>HSA</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> CFAR is a City Financial Recipient

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

# Memo



**Office of the City Administrator**  
Contract & Compliance Division

**To:** Paula Peav  
**From:** Ernestine Nettles, Contract Compliance Officer Assistant  
**Cc:** File  
**Date:** February 4, 2016  
**Re:** **Living Wage Ordinance (LWO) /Equal Benefits Ordinance (EBO)**  
**Compliance Analysis of: Orasys, LLC**

*Ernestine Nettles*

The Office of The City Administrator, Contracts and Compliance Division, reviewed the professional or specialized service agreement for the above referenced City Financial Assistance Recipient (CFAR).

Based on our review of the documentation submitted, it has been determined that the above reference firm is in compliance with the EBO and LWO requirements of the City of Oakland.

If you have any questions or need additional information, please contact me at ext. 6160.





# City of Oakland

## *Equal Benefits Ordinance*

# Certificate of Compliance

*is hereby awarded to*

**Orasys, LLC**

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

Shelley Darensburg

Shelley Darensburg  
Senior Contract Compliance Officer

02-04-16

Date



To be completed by City Representative prior to distribution to Contractor

City Representative MYRON LAI Phone 86752 Project Spec No. \_\_\_\_\_

Department Information Tech Contract/Proposal Name Oracle Technical staff Services  
(PTD)

Contractor Name **ORASYS LLC** Phone **(508) 472-4904**

Street Address **110 TURNPIKE RD, SUITE#212** City **Westborough** State **MA** Zip **01581**

**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 **Kushi Reddy** Phone **(508) 353-5878**

Street Address **110 Turnpike Rd, Suite#212** City **Westborough** State **MA** Zip **01581**


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

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

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

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

  
Signature

12/30/2015  
Date

Print Name of Signer KUSHI REDDY

CEO / CFO

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

Date Received by City: / / By:

Date Entered on Contractor Database: 1 / 1 By



OFFICE OF THE CITY ADMINISTRATOR - CONTRACTS AND COMPLIANCE DIVISION  
250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612

## DOCUMENT CHECKLIST /SUBMITTAL TO CITY CLERK

**TO: CONTRACTS STAFF/PROJECT MANGER and CITY CLERK:** Please sign the attached Schedule T and file this document checklist with City Clerk. Please initial and date the "routing" portion of this form as noted below.

DATE TO:	DEPARTMENT:	INITIALS:	DATE REC'D:	DATE RETURNED:
2/24 4/28	City Attorney (Celsa O. Pina)			
3/13	City Administrator (Debbie)			
	City Clerk			

\*Please submit complete documents to the City Clerk. Please use the checklist as your guide.

Project Name: Oracle Upgrade Technical Staff Services  
Contractor: Orasys, LLC  
Dates: 2/8/16 to 2/7/17 - sch T dates 2/1/16 - 1/31/17  
Contract Amount: \$ 300,000.00

**PLEASE NOTE: The following documents must remain attached as required.** Please ensure each attachment is part of the packet submitted to the Clerk's Office.

Notes:

✓	Original Agreement with Schedule Q (PS, CS, Grant, DBE, I.T. and others)	ok per celsa
N/A	Amendment (PS, CS, Grant, DBE, I.T. and others)	Orasys needs to sign (3 sets)
✓	Request from Project manager/Contract Summary Form/ Online Tracking Form	
✓	City Administrator's Contract Authority Checklist	
✓	Schedule T	
✓	Resolution(s) both current and previous (# 84579, 7/30/13)	
N/A	Bid and Performance Bonds (as applicable)	
✓	Schedule A - Scope of Work	
✓	Schedule B-1 - Declaration of Compliance with Arizona Resolution 82757	
N/A	Schedule B-2 -Conditional Waiver per Ordinance	
✓	Schedules C-1 Compliance with the Americans With Disabilities Act	
✓	Schedule D - Ownership, Ethnicity, Gender Questionnaire	
✓	Schedule E (non-construction) Project Consultant Team	(amt not matching contract)
N/A	Schedule E2 - Oakland Workforce Verification Form	
✓	Schedule K - Pending Dispute Resolution	
✓	Schedule M -Part A ( and Active Status with Secretary of State, if Corporation)	
✓	Schedule M - Part B Independent Contractor Questionnaire (Requesting Department only)	
✓	Schedule N (Declaration of Compliance- Living wage ordinance)	
✓	Schedule N-1 (Equal Benefits Ordinance Certificate - approved on EBDP)	
✓	Schedule O -Disclosure of Campaign Contributions	
✓	Schedule P - Nuclear Free Zone Ordinance 11474 CMS	
→	Schedule Q - **Evidence of current insurance with endorsement (OGL with Endorsement, Auto, RL, WC and WQS)	need addl ins & WQS
✓	Schedule R (construction) Subcontractor, Supplier, Trucking List	
✓	Schedule U- Compliance Commitment Agreement	
✓	Schedule V - Affidavit Of Non-Disciplinary or Investigatory Action	



OFFICE OF THE CITY ADMINISTRATOR - CONTRACTS AND COMPLIANCE DIVISION  
250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612

## DOCUMENT CHECKLIST /SUBMITTAL TO CITY CLERK

Notes

	✓
	✓
	✓

Oakland's Minimum Wage Law acknowledgement

Affirmative Action acknowledgement

Contractor's License (Construction)

Schedule Z, Parts A and B

Current City of Oakland Business Tax *Letter fr. BUS TAX*

\*\*Please refer to Schedule Q. Includes general liability additional insured, auto-liability, workers compensation & professional liability (errors and omission)

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Project/Contract Staff

\_\_\_\_\_  
Extension/email

Paula Peav x3190

\_\_\_\_\_  
Print Name

*1/28/16*

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/19/2016

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

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

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central Street  Natick MA 01760		<b>CONTACT NAME:</b> Select Department <b>PHONE (A/C No. Ext):</b> 800-333-7234 x66807 <b>FAX (A/C No.):</b> 781-586-8244 <b>E-MAIL ADDRESS:</b> selectwork@easterninsurance.com	
<b>INSURED</b> Orasys LLC 110 Turnpike Road, Suite 212  Westborough MA 01581		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20281	

**COVERAGES** **CERTIFICATE NUMBER:** CL1572362363 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	36025857	7/28/2015	7/28/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO			36025857	7/28/2015	7/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	X	Y				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			79892344	7/28/2015	7/28/2016	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		Y				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	71750046	7/28/2015	7/28/2016	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	<b>Errors &amp; Omissions</b>			36025857	7/28/2015	7/28/2016	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							LIMIT \$5,000,000
							DEDUCTIBLE \$1,000

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

City of Oakland, its council members, directors, officers, agents, employees and volunteers are Additional Insured for General Liability on a primary and non-contributory basis. Waiver of subrogation applies in favor of City of Oakland, its council members, directors, officers, agents, employees and volunteers for all work performed by the contractor, its employees, agents and subcontractors with respect to General Liability, Auto Liability and Workers Compensation. Additional Insured and Waiver of Subrogation endorsements attached.

<b>CERTIFICATE HOLDER</b>  CITY OF OAKLAND OAKLAND CITY HALL 1 FRANK H OGAWA PLAZA OAKLAND, CA 94612	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  John Koegel/KH3
---	---

## Liability Insurance

### Endorsement

Policy Period JULY 28, 2015 TO JULY 28, 2016  
Effective Date JANUARY 12, 2016 ✓  
Policy Number 3602-58-57 EUC ✓  
Insured ORASYS, LLC  
Name of Company FEDERAL INSURANCE COMPANY  
Date Issued JANUARY 12, 2016

This Endorsement applies to the following forms:

GENERAL LIABILITY  
INFORMATION AND NETWORK TECHNOLOGY BLENDED LIABILITY INSURANCE

Under Who Is An Insured, the following provision is added.

### Who Is An Insured

#### Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

---

**Liability Endorsement**

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



**Name & Mailing Address of the Insured**

ORASYS, LLC  
110 TURNPIKE ROAD, SUITE 212  
WESTBOROUGH MA 01581

FEIN 205917628 NJTIN: 205917628000

**Name & Address of the Producer**

EASTERN INSURANCE GROUP, LLC  
77 ACCORD PK DR UNIT B-1  
NORWELL MA 02061  
Producer Number 8-32755 000

**Attached to and Forming Part of**

**Policy Number** (16)7175-00-46

**Policy Period** 07/28/15 to 07/28/16

**Effective Date** 01/12/16

**Name of Company**

FEDERAL INSURANCE COMPANY

**N.C.C.I. Carrier Code** 12890

**Endorsement Number**

DIRECT BILL

**POLICY INFORMATION PAGE ENDORSEMENT**

This endorsement changes the policy to which it is attached effective at 12:01 A.M. on the Effective Date shown above.

THERE IS NO PREMIUM ADJUSTMENT RESULTING FROM THIS ENDORSEMENT.

**INSURED'S LEGAL STATUS:** LIMITED LIABILITY COMPANY

**ITEM 3.C STATES:**

**ITEM 3.D. ENDORSEMENT NUMBERS:**

	FORM NUMBER	FORM TITLE
ADDED	WC 00 03 13	WAIVER OF RIGHT TO RECOVER FROM OTHERS
ADDED	WC 00 04 06	PREMIUM DISCOUNT ENDORSEMENT

All Other Terms and Conditions Remain Unchanged

*Reference Copy*

Issue Date 01/13/16 BOS CLD

WC 99 06 06 (Rev. 5-88)



Authorized Representative



**Name & Mailing Address of the Insured**  
ORASYS, LLC

110 TURNPIKE ROAD, SUITE 212  
WESTBOROUGH MA 01581  
FEIN 205917628

**Name & Address of the Producer**  
EASTERN INSURANCE GROUP, LLC  
77 ACCORD PK DR UNIT B-1  
NORWELL MA 02061  
Producer Number 8-32755 000

**Attached to and Forming Part of**  
**Policy Number** (16)7175-00-46

**Policy Period** 07/28/15 to 07/28/16

**Effective Date** 01/12/16

**Name of Company**  
FEDERAL INSURANCE COMPANY

**Endorsement Number**  
DIRECT BILL

**COMMISSION ADVICE**  
ENDORSEMENT PREPAID POLICY

\*\*\*\*\*

ENDORSEMENT COMMISSION

AMOUNT DUE COMPANY: \$0

\*\*\*\*\*

All Other Terms and Conditions Remain Unchanged

*Reference Copy*

\_\_\_\_\_  
Authorized Representative

Issue Date 01/13/16 BOS CLD

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**WC 131  
(3-85)**

**WC 00 04 06 (Ed. 3-85)**

**PREMIUM DISCOUNT ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/12/16 at 12:01 A. M. standard time, forms a part of  
(DATE)

Policy No. (16)7175-00-46 of the FEDERAL INSURANCE COMPANY  
(NAME OF INSURANCE COMPANY)

issued to ORASYS, LLC

Endorsement No.

\_\_\_\_\_  
Authorized Representative

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

**Schedule**

**1. State**

**Estimated Standard Premium**

NEW YORK

1,241

2. Average percentage discount: 0.3 %

3. Other policies:

4. If there are no entries in Items 1, 2 and 3, of the Schedule see the Premium Discount Endorsement attached to your policy number:

*Reference Copy*

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**WC 124  
(4-84)**

WC 00 03 13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **01/12/16** at 12:01 A. M. standard time, forms a part of  
(DATE)

Policy No. **(16)7175-00-46** of the **FEDERAL INSURANCE COMPANY**  
(NAME OF INSURANCE COMPANY)

issued to **ORASYS, LLC**

Endorsement No.

\_\_\_\_\_  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.\*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

THIS FORM EXCLUDES WI

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

*Reference Copy*

## ***Policy Conditions***

### ***Schedule of Forms***

*Policy Period*                      JULY 28, 2015 TO JULY 28, 2016

*Effective Date*                    JANUARY 12, 2016

*Policy Number*                   3602-58-57 EUC

*Insured*                            ORASYS, LLC

*Name of Company*                FEDERAL INSURANCE COMPANY

*Date Issued*                        JANUARY 12, 2016

---

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-9001	6-98	HOW TO REPORT A LOSS	07/28/15	05/13/15
80-02-9090	6-05	COMMON POLICY CONDITIONS	07/28/15	05/13/15
80-02-9790	3-12	COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	07/28/15	05/13/15
80-02-9800	12-08	INSURING AGREEMENT	07/28/15	05/13/15
99-10-0460	2-97	DIRECT BILL NOTICE	07/28/15	05/13/15
99-10-0732	12-07	NOTICE TO POLICYHOLDERS-TRIPRA	07/28/15	05/13/15
99-10-0792	9-04	IMPORTANT NOTICE - OFAC	07/28/15	05/13/15
99-10-0872	6-07	AOD POLICYHOLDER NOTICE	07/28/15	05/13/15

## **Liability Insurance**

### **Endorsement**

*Policy Period* JULY 28, 2015 TO JULY 28, 2016

*Effective Date* JANUARY 12, 2016

*Policy Number* 3602-58-57 EUC

*Insured* ORASYS, LLC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* JANUARY 12, 2016

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This Endorsement applies to the following forms:

GENERAL LIABILITY  
INFORMATION AND NETWORK TECHNOLOGY BLENDED LIABILITY INSURANCE

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Under Who Is An Insured, the following provision is added.

### **Who Is An Insured**

#### **Additional Insured - Scheduled Person Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
  - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
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**Liability Endorsement**

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

*Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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**Schedule**

CITY OF OAKLAND, ITS COUNCIL MEMBERS, DIRECTORS, OFFICERS,  
EMPLOYEES, AGENTS, AND VOLUNTEERS

All other terms and conditions remain unchanged.

Authorized Representative



**Customarq Series  
Customarq Classic Insurance Program**

**Premium Summary**

**Chubb Group of Insurance Companies**  
**15 Mountain View Road**  
**Warren, NJ 07059**

**Named Insured and Mailing Address**

ORASYS, LLC  
110 TURNPIKE ROAD, SUITE 212  
WESTBOROUGH, MA 01581

**Policy Number** 3602-58-57 EUC

**Effective Date** JANUARY 12, 2016

*Issued by the stock insurance company  
indicated below, herein called the company.*

**FEDERAL INSURANCE  
COMPANY**

**Producer No.** 0032755

*Incorporated under the laws of  
INDIANA*

**Producer** EASTERN INSURANCE GROUP, LLC  
77 ACCORD PK DR UNIT B-1  
NORWELL, MA 02061-0000

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**Policy Period**

**From:** JULY 28, 2015      **To:** JULY 28, 2016  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

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**Premium Payment**

The First Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

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**Premium Audit**

Certain classifications within our rates and rules indicate that premiums calculated therefrom can be significantly affected by large increases or decreases in your business results. Based upon our underwriting review of information provided by you, we may at our discretion perform a premium audit. You may also request such an audit.

If an audit is conducted and additional premiums are due, they are payable upon notice to the First Named Insured. If as a result of an audit the premium paid is greater than the earned premium, we will return the excess to the First Named Insured. The First Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

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**Coverage**

**Rate**

**Premium**

**TOTAL**

**\$ 0.00**

**Reference Copy**

**Issue Date:** JANUARY 12, 2016

*continued*

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**Premium Summary**  
(continued)**Additional Insured Changes**

If ATD coverage is provided on this policy, additional certificate and handling fees may be imposed during the policy term.

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**Coverage Premium**

Additional certificate and handling fees may be imposed as respects to certification of pressure equipment as mandated by State and/or local jurisdictional authorities.

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**Payment Plan**

The bill that corresponds with this policy has been mailed separately. When you receive the bill, please pay the amount due by the date indicated. Payment should be made directly to Chubb. As always, prompt payment will keep your coverage in place.

Reference Copy

Issue Date: JANUARY 12, 2016



## ***Property Insurance***

### ***Schedule of Forms***

*Policy Period*                      JULY 28, 2015 TO JULY 28, 2016

*Effective Date*                    JANUARY 12, 2016

*Policy Number*                   3602-58-57 EUC

*Insured*                            ORASYS, LLC

*Name of Company*                FEDERAL INSURANCE COMPANY

*Date Issued*                       JANUARY 12, 2016

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The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-0005	7-03	PROPERTY DECLARATIONS	07/28/15	05/13/15
80-02-0210	1-15	PROPERTY SUPPLEMENTARY DECLARATIONS	07/28/15	05/13/15
80-02-0215	7-03	PROPERTY SUPPLEMENTARY DEC.-BUSINESS INCOME	07/28/15	05/13/15
80-02-0315	1-15	SUPP DEC-IMPAIRMENT OF COMP SERVICES	07/28/15	05/13/15
80-02-1000	6-05	BUILDING AND PERSONAL PROPERTY	07/28/15	05/13/15
80-02-1004	7-03	BUSINESS INCOME WITH EXTRA EXPENSE	07/28/15	05/13/15
80-02-1017	7-03	ELECTRONIC DATA PROCESSING PROPERTY	07/28/15	05/13/15
80-02-1018	7-03	EXTRA EXPENSE	07/28/15	05/13/15
80-02-1048	7-03	ACCTS REC, FINE ARTS, MONEY & SEC, VAL PAPERS	07/28/15	05/13/15
80-02-1095	7-03	IMPAIRMENT OF COMPUTER SERVICES-MALICIOUS PGM	07/28/15	05/13/15
80-02-1097	6-05	PROPERTY/BI CONDITIONS & DEFINITIONS	07/28/15	05/13/15
80-02-1313	6-05	ADDITIONAL EXCLUSIONS	07/28/15	05/13/15
80-02-1644	5-04	ELECTRONIC DATA AND PERIL CHANGES	07/28/15	05/13/15
80-02-1658	12-07	CAP ON CERT. TERRORISM LOSSES (ALL PREMISES)	07/28/15	05/13/15
80-02-5246	11-07	DEF-BUSINESS INCOME R&D CONTINUING EXPENSES	07/28/15	05/13/15
80-02-5250	6-08	ORD OR LAW & EXISTING GREEN STANDARDS LPB	07/28/15	05/13/15
80-02-5310	1-14	MECH. OR ELECT. SYSTEM OR APPARATUS DEF AMEND	07/28/15	05/13/15
80-02-5355	1-15	SPECIAL WAITING PERIOD PROVISION ADDED	07/28/15	05/13/15
80-02-5357	1-15	ADDITIONAL COVG ADDED - PROHIBITION OF ACCESS	07/28/15	05/13/15
80-02-5653	3-09	MASSACHUSETTS MANDATORY - APPRAISAL	07/28/15	05/13/15
99-10-0858	4-06	IMPORTANT NOTICE - MASSACHUSETTS FUNGUS/MOLD	07/28/15	05/13/15

***Reference Copy***

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## ***Liability Insurance***

### ***Schedule of Forms***

*Policy Period*                      JULY 28, 2015 TO JULY 28, 2016

*Effective Date*                    JANUARY 12, 2016

*Policy Number*                   3602-58-57 EUC

*Insured*                            ORASYS, LLC

*Name of Company*                FEDERAL INSURANCE COMPANY

*Date Issued*                       JANUARY 12, 2016

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80-02-6403	12-07	CAP ON CERTIFIED TERRORISM LOSSES	07/28/15	05/13/15
80-02-6541	3-05	CONDITION - PREMIUM AUDIT	07/28/15	05/13/15
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	07/28/15	05/13/15
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/12/16	01/12/16
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/12/16	01/12/16
80-02-0010	4-94	LIABILITY DECLARATIONS	01/12/16	01/12/16
80-02-2000	4-01	GENERAL LIABILITY	07/28/15	05/13/15
80-02-2012	6-98	EMPLOYEE BENEFITS ERRORS OR OMISSIONS	07/28/15	05/13/15
80-02-2096	2-08	INFORMATION & NETWORK TECH BLENDED LIABILITY	07/28/15	05/13/15
80-02-6528	1-13	EXCL-INFO LAWS INCL UNAUTH OR UNSOLICIT COMMUN	07/28/15	05/13/15
80-02-6595	5-06	DEDUCTIBLES	07/28/15	05/13/15
80-02-8244	2-08	PRIVACY REMEDIATION EXPENSES COV, DELETED	07/28/15	05/13/15
80-02-8245	2-08	TECHNOLOGY-RELATED INJURY COVERAGE, DELETED	07/28/15	05/13/15
80-02-8247	1-13	EXCL-INFO LAWS INCL UNAUTH OR UNSOLICIT COMMUN	07/28/15	05/13/15
80-02-8251	2-08	DELAY IN DELIVERY OR PERF EXCL, DELETED	07/28/15	05/13/15
80-02-8290	5-10	EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS	07/28/15	05/13/15
80-02-8307	2-11	INTEGRITY+ AMENDMENTS	07/28/15	05/13/15
80-02-8310	2-11	BASIC EXTENDED REPORTING PERIOD	07/28/15	05/13/15
80-02-8422	4-12	EXCLUSION - POLLUTION	07/28/15	05/13/15
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	07/28/15	05/13/15
80-02-8425	1-14	EXCL-ALCOHOLIC BEVERAGE TYPE BUSINESSES	07/28/15	05/13/15

***Reference Copy***

*last page*

## **Liability Insurance**

### **Declarations**

#### **Named Insured and Mailing Address**

ORASYS, LLC  
110 TURNPIKE ROAD, SUITE 212  
WESTBOROUGH, MA 01581

**Chubb Group of Insurance Companies**  
**15 Mountain View Road**  
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**Producer** EASTERN INSURANCE GROUP, LLC  
77 ACCORD PK DR UNIT B-1  
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*Incorporated under the laws of  
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### **Policy Period**

**From:** JULY 28, 2015      **To:** JULY 28, 2016  
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### **Liability Coverage**

### **Limit Of Insurance**

#### **GENERAL LIABILITY**

GENERAL AGGREGATE LIMIT	\$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 1,000,000
MEDICAL EXPENSES LIMIT	\$ 10,000

#### **Reference Copy**

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**Liability Coverage**  
(continued)

**Limit Of Insurance**

**EMPLOYEE BENEFITS ERRORS OR OMISSIONS**

AGGREGATE LIMIT	\$ 1,000,000	
EACH CLAIM LIMIT	\$ 1,000,000	
DEDUCTIBLE - EACH CLAIM		\$ 1,000
RETROACTIVE DATE		JULY 28, 2014

**INFORMATION AND NETWORK TECHNOLOGY  
BLENDED LIABILITY**

AGGREGATE LIMIT	\$ 5,000,000	
PRODUCT OR SERVICE FINANCIAL INJURY DEDUCTIBLE - EACH CLAIM		\$ 25,000
RETROACTIVE DATE		JULY 28, 2014

**Reference Copy**