



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: CHO Department: Communications

2. Project Name: NextRequest Project Amount: \$11,213.05

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

4. Project Manager / Responsible Employee Name: Mai-Ling Garcia
 Title: Online Engagement Mgr. Phone: 2105 email: kboyd@oaklandnet.com

5. Supervisor / Direct Report or Alternate Employee Contact:
 Name: Karen Boyd Phone: X8365 email: kboyd@oaklandnet.com

6. Consultant / Contractor Name: NextRequest Co.
 Address: 155 9th St., San Francisco CA 94105 Phone: 844-767-863 email: info@nextrequest.com

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

8. Statement of Contract Goal / Purpose: EASE PUBLIC RECORDS process

9. Actual or Estimated Notice To Proceed (NTP) Date: 3/1/2017 Estimated Completion Date: 3/1/2021

10. Resolution Number: N/A Resolution Date: N/A

11. Location of the Contract Documents: City Clerk's

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: <u>Karen L Boyd</u> (Please Print)	Date: <u>2/24/17</u>
City Representative Signature: <u>[Signature]</u>	
City Clerk: <u>Nai Phay</u> (Please Print)	Date: <u>4/3/17</u>
City Clerk Signature: <u>[Signature]</u>	

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

CONTRACT SUMMARY TRANSMITTAL PROCEDURE

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

Note: Agency / Department - Project Managers are responsible and must ensure:

Contract Compliance and Employment Services performed the following:

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

Note: Before submission of a Contract:

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

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

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

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

Contract Transmittal Procedure	Date Received	Received Initials	Date Returned	Returned Initials
Contract: Send to the City Attorney's Office for First Review				
Contract: Send to the Consultant / Contractor				
Contract: Send to the City Attorney's Office for Final Signature				
Contract: Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract: Send to the Finance and Management Agency / Purchasing Division ***				
Contract: Send to the Agency / Department for Director's Signature				
Contract: Send to City Administrator's Office for Approval (for contracts over \$15,000)			3/31/17	JCL to DB
Contract: Send to City Clerk's Office	4/3/17	JP	—	—

*** All Contracts are sent to the Finance and Management Agency / Purchasing Division to ensure the required Funds are encumbered

Funds that are not encumbered may result in a delayed payment to the Consultant and/or Contractor

**Additional Funding Section

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

City Administrator's Contract Authority Checklist

(Purchasing Ordinance, OMC Chapter 2.04) Revised 2016



City of Oakland

Purchase Authority of the City Administrator (OMC §2.04.020.A).

The City Administrator's contract authority is \$250,000 for procurement, construction and services, which includes non-professional, professional, technical and scientific services, provided a competitive solicitation is done.

The City Administrator may waive the competitive process for professional services contracts up to \$50,000, upon a determination that it is in the City's best interests to waive competition.

The City Administrator's Purchasing Authority NOT Applicable -

Loans, Development Agreements (e.g., Development and Disposition Agreements, Exclusive Negotiating Agreements, etc.), Real Estate Agreements (Leasing, Sales or Acquisition of Real Property).

- The Purchasing Ordinance does not establish City Administrator authority to award or execute these types of agreements. Such authority is contained in the Oakland Charter and separate legislation.

Pay-go Grant Authority (OMC 2.04.017).

- The City Administrator is authorized to make Pay-go grants on behalf of Council members to a non-City organization (e.g., a school or neighborhood association) in any amount, provided the grant will be used for purposes consistent with restrictions on the pay-go funding source.

Purchases Subject to Appropriation of Funds (OMC 2.04.040A)

All contracts authorized by the Council or City Administrator must have prior appropriation and allocation of funds for the City programs, activities, functions or operations, which the purchase is intended to support.

Competitive Award Process: (A) Informal, (B) Formal, (C) Request for Proposals, (D) Cooperative Agreement, (E) Bid, Or (F) Grant.

Council authorized this contract by way of *Resolution No.* N/A *C.M.S.*, as attached.

The consultant/contractor or vendor was selected through a formal or informal competitive process as mandated?

Y	N
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Or, advertising and bidding or RFP/RFQ process was waived in *Resolution No.* *C.M.S.*, as attached.

Three (3) local certified firms were solicited and named as follows: _____

Y	N
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Identify the local certified firm selected? _____

If "No" explain why? _____

Completed by

Signature:  Contract Administrator/Project Manager

, on this 23 day of Feb.



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:
	City Attorney			
	City Administrator			
	City Clerk			

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

Project Name: Public records process
 Contractor: NextRequest
 Dates: 03/01/17 - 03/01/2021
 Contract Amount: \$11,213.00

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	Included	
	X	Original Agreement with Schedule Q (PS, CS, Grant, DBE, I.T. and others)
NIA		Amendment (PS, CS, Grant, DBE, I.T. and others)
	X	Request from Project manager/Contract Summary Form/ Online Tracking Form
	X	City Administrator's Office Authority Checklist - <i>competitive process waived</i>
	X	Schedule T
NIA		Resolution(s) both current and previous (# _____)
		Bid and Performance Bonds (as applicable) - <i>waive agreement</i>
	X	Schedule A - Scope of Work (Contractor's bids)
	X	Schedule B-1 - Declaration of Compliance with Arizona Resolution 82757
NIA		Schedule B-2 -Conditional Waiver per Ordinance
	X	Schedules C-1 Compliance with the Americans With Disabilities Act
	X	Schedule D - Ownership, Ethnicity, Gender Questionnaire
	X	Schedule E (non-construction) Project Consultant Team
NIA		Schedule E2 - Oakland Workforce Verification Form
	X	Schedule K - Pending Dispute Resolution
	X	Schedule M -Part A (and <u>Active Status</u> with Secretary of State, if Corporation)
NIA		Schedule M - Part B Independent Contractor Questionnaire (Requesting Department only)
	X	Schedule N (Declaration of Compliance- Living wage ordinance)
	X	Schedule N-1 (Equal Benefits Ordinance Certificate - approved on <u>2017</u>)
	X	Schedule O -Disclosure of Campaign Contributions
	X	Schedule P - Nuclear Free Zone Ordinance 11474 CMS
	X	Schedule Q - **Evidence of current insurance with endorsement (CGL with Endorsement, Auto, PL, WC and WOS) OR Waiver approved by Risk Management
NIA		Schedule R (construction) Subcontractor, Supplier, Trucking List
	X	Schedule U- Compliance Commitment Agreement
	X	Schedule V - Affidavit



DOCUMENT CHECKLIST /SUBMITTAL TO CITY CLERK

	X	Oakland's Minimum Wage Law acknowledgement
	X	Affirmative Action acknowledgement
N/A		Contractor's License (Construction)
N/A		Schedule Z, Parts A and B
	X	Current City of Oakland Business Tax # 00189916

**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

Jasmine Chan

Print Name

02/27/17

Date



Competitive Process Waiver Request Form
For One Time Purchase Up to \$50,000

To: Sabrina Landreth, City Administrator
From: KAREN BAYD, Department Head
MAI-LING GARCIA, Project Staff/Subject Matter Expert
Date: 3/2/2017

Ordinance No. 13380 C.M.S approved on July 26, 2016 extended the City Administrator's authority to waive the competitive process for supplies, goods and services including professional services for purchases up to \$50,000, if deemed in the best interests of the City. All requests will be strictly vetted based on the justification provided and each approval is limited. For consistency, please do not revise this form or submit alternative requests.

Requestor Information:

Name/Title/Division (Project Staff/Subject Matter Expert) MAI-LING GARCIA
Email/Phone/Address: MGARCIA@OAKLANDNET.COM

Maximum Estimated value of purchase. \$ 11,213 / ANNUALLY (4-year commitment)

Scope of Purchase Software as a Service (SaaS)
Describe the full scope of work including installation if required; items should include brand, model and part number if applicable

Length of Service: A.S.A.P. - 4 years
Identify the date needed and the number of weeks/months work is to be performed

Justification: Please prepare a written rationale supporting the waiver request and address the following points:

- ✓ Is the recommended vendor the only vendor capable of meeting the purchase needs?
- ✓ Are there are other local Oakland companies available to provide the same service or commodity?
- ✓ What conditions if any, (e.g. technological superiority, intellectual property, or performance risks, etc.) exists so that the recommended vendor presents a significant advantage over any other available vendor?
- ✓ Why is it feasible to waive the competitive process?
- ✓ Please attach the market analysis and recommendation from either Contracts and Compliance or Purchasing Services depending upon the type of purchase.
- ✓ Is this waiver request contingent upon conditions of a grant award?
- ✓ What are the risks if this request is denied?
- ✓ Are there other critical factors?

Please provide justification below.

(see attached)



Vendor Contact Information:

1. Recommended Vendor's Company Name: Next Request
2. Vendor's Name: Next Request
3. Vendor's Phone/Address/email: TAMARA@NEXTREQUEST.COM / REED@NEXTREQUEST.COM
4. Vendor's Area(s) of Expertise (including credentials) public records request systems / CRM
5. Is the vendor certified as local Oakland? YES _____ (Attach Certificate) NO X software development

Staff's AFFIDAVIT: (Signature Required)

☒ I am aware of the City's requirements for competitive bidding and the criteria for justification for waiving the competitive contracting process. I have secured a signed and current market/availability analysis from Contracts and Compliance. I have attached pertinent documentation supporting this request.

If approved, I understand that this waiver applies solely to this purchase only and does not carry forward to a subsequent purchase or subsequent year.

Signature (Department Head)

Maria Garcia

Date

3-3-2017

Requestor (Project Manager Subject Matter Expert)

Date

Comments/Initials:

Purchasing Services _____

Contracts and Compliance Deborah Baran

Deborah Baran (pm)

3/13/17

Sabrina Landreth, City Administrator

Date

APPROVED:

☒ Yes

DENIED:

☐ No

Justification: NextRequest

In 2013, the City of Oakland and Code for America joined forces to make our City's government more transparent. Three technologists, Richa Agarwal, Sheila Dugan and Cris Cristina worked with City staff to co-create a prototype in just six short months. The result was RecordTrac: an open-source platform that enhanced the ability of City staff to fulfill the public's request for City records in a timely manner.

The impact was huge. Since 2013:

- The City has received nearly 20,000 public records requests
- The City has published over 12,500 records online
- The platform was awarded 2013 GovFresh App Award of the year and received recognition from countless publications nationwide.

Like all prototypes, RecordTrac needed additional development. Over the course of about 18 months, we continued to work with its creators, Code for America and City staff to develop several key features and enhancements. This second phase of development included a larger team of fellows: Richa Agarwal, Chris Cristina, Tamara Manik-Perlman, Reed Ducey-Gibbs, Andy Hull and CJ Bryan who continued to improve upon RecordTrac.

These features developed included, but were not limited to:

- Internet Explorer browser compatibility
- Improved administrator panel (i.e. user management, department management)
- Bug fixes
- Backup of data
- Offline request submissions (i.e. the ability to manually enter requests received offline)
- Adding and removing support staff to support a request
- Enhanced search capabilities.

As the popularity of RecordTrac has grown in our community, so have the needs of the City to sustain our commitment to transparency. Based on our research, feedback from other cities, and input from our IT colleagues, it has become clear that it will be difficult to sustain RecordTrac.

At present, the City has no in-house capability to maintain the current RecordTrac system. Since our current RecordTrac software is also not supported, it is impossible to make much needed software updates. The lack of support could result in a system-wide failure of the entire public records system. Ultimately, we decided that while we love RecordTrac, we love transparency more.

NextRequest is the next phase in the evolution of the public records system the City helped pilot. NextRequest was created by the remaining team of fellows: Tamara Manik-Perlman, Reed Ducey-Gibbs and Andy Hull. The team continues to build upon NextRequest - a product that was tailored for the City of Oakland and adopted by 40 U.S. Cities. We recommend a partnership with NextRequest in order to stay true to the spirit of our collective goal: transparent government. Our partnership with NextRequest will ensure that our ability to respond to public requests is at pace with rapid developments in technology and ongoing platform improvements. These features include:

- Reporting
- Dashboard
- Tags: custom categories editable by admin
- Alerts: editable by admin
- Response templates
- Multiple user roles with different permissions (admin, publisher, user)
- Ability to determine who can see a given request (published, all staff, department, restricted).

As a company that grew out of the Code for America fellowship, NextRequest is uniquely aligned with our philosophy, values and workflow around transparency and records management. NextRequest uniquely offers:

- A fully-supported migration process from RecordTrac to NextRequest that would transfer requests from the old system to the new system
- A familiar interface for our records staff and public users
- A workflow that was actually developed based on the City of Oakland practices and procedures
- Quarterly feedback and user testing sessions to ensure that the product meets our needs and inform ongoing product development
- A large discount that includes migration, an annual subscription, ongoing product enhancements/upgrades and extensive product support.

Because Oakland's contribution to its early development was critical, the team at NextRequest is giving the City a suite of tools and supportive services at unparalleled value (\$11,213, annually). Our pricing represents a 40% discount off of their regular pricing (\$18,688) and 5% cap on subsequent annual increases. Ultimately, under this agreement, the City will gain long-term benefits from its early development work with Code for America. The partnership is one that continues to strengthen our mutual commitment to transparency and sustains a key city service to the community.

But not specific to the Circumstances of this date 1873

City of Oakland
List of Certified Firms
For Public Records Process
7-Mar-17

Preliminary Availability

21 Tech LLC	1330 Broadway, Suite 701	Patty	Griffith	Oakland	CA	946120	02-Jan-00	officeadmin@21tech.com	541511	Custom Computer Programming Services
Acumen Building Enterprise, Inc	7770 Pardee Lane, Suite 200	Walter	Allen	Oakland	CA	94621	31-Jul-18	marlene@acumen-abe.com	541511	Custom Computer Programming Services
Acumen Building Enterprise, Inc	7770 Pardee Lane, Suite 200	Walter	Allen	Oakland	CA	94621	31-Jul-18	marlene@acumen-abe.com	541512	Computer Systems Design Services
Advanced Systems Group LLC	1226 Powell Street	David	Van Hoy	Oakland	CA	94608	01-Oct-06		541512	Computer Systems Design Services
Aliquot Associates, Inc.	460 Boulevard Way 2nd Floor	Robert	Wong	Oakland	CA	94610	31-Mar-17	rwong@aliquot.com	541512	Computer Systems Design Services
Amstutz Associates	1520 Willow st	Marcus	Johnson	Oakland	CA	94607-1554		marcus.johnson@amstutzassociates.com	541512	Computer Systems Design Services
Anovo Systems, LLC	333 Hegenberger Road, Suite 750	Priscilla	Mars	Oakland	CA	94621	30-Nov-18	pmars@anovosys.com	541511	Custom Computer Programming Services
Bear Data Solutions, Inc	2825 Broadway	Albert	Gonzales	Oakland	CA	64611	02-Jan-00	agovzales@bdata.com	541512	Computer Systems Design Services
Bear River Associates, Inc.	2201 Broadway, Suite 303	Anthony	Meadow	Oakland	CA	94612	01-Oct-07	info@bearriver.com	541511	Custom Computer Programming Services
CBX Technologies	8393 Capwell Street, Suite 170	Hyman	Wintz	Oakland	CA	94621	31-Oct-16	crisd@cbxtech.com	541511	Custom Computer Programming Services
CBX Technologies	8393 Capwell Street, Suite 170	Hyman	Wintz	Oakland	CA	94621	31-Oct-16	crisd@cbxtech.com	541512	Computer Systems Design Services
Convergent Computing Options dba Computer Options, Inc.	399 Grand Avenue	Valerie	Hallstrom	Oakland	CA	94610	30-Sep-13	valerie1@cco.com	541512	Computer Systems Design Services
Cordoba Corporation	500 12th Street, Suite 330	Victoria	Ruiz	Oakland	CA	94607	30-Apr-16	vruliz@cordobacorp.com	541512	Computer Systems Design Services
Dan Stern Data Systems	1904 Franklin Street, Suite 610	Daniel	Stern	Oakland	CA	94612	01-Oct-09	dan@dansternsystems.com	541511	Custom Computer Programming Services
Dan Stern Data Systems	1904 Franklin Street, Suite 610	Daniel	Stern	Oakland	CA	94612	01-Oct-09	dan@dansternsystems.com	541512	Computer Systems Design Services
Elation Systems Inc.	155 Filbert Street, Suite 249	Rick	Shi	Oakland	CA	94607	01-Oct-11	rick@elationsystems.com	541511	Custom Computer Programming Services
Elation Systems Inc.	155 Filbert Street, Suite 249	Rick	Shi	Oakland	CA	94607	01-Oct-11	rick@elationsystems.com	541512	Computer Systems Design Services
Elevata Incorporated	201 3rd Street	Rachel	Cary	Oakland	CA	94607	02-Jan-00		541511	Custom Computer Programming Services
Elevata Incorporated	201 3rd Street	Rachel	Cary	Oakland	CA	94607	02-Jan-00		541512	Computer Systems Design Services
Globalize Networks, LLC	1001 Warfield Avenue, Apt 202	Scott	Jacksch	Oakland	CA	94610	31-Jul-14	scott@globalizenetworks.com	541511	Custom Computer Programming Services
Globalize Networks, LLC	1001 Warfield Avenue, Apt 202	Scott	Jacksch	Oakland	CA	94610	31-Jul-14	scott@globalizenetworks.com	541512	Computer Systems Design Services
Halbright Solutions	4372 Montgomery Street # 2	Rudi	Halbright	Oakland	CA		01-Oct-07	rudi@halbright.com	541511	Custom Computer Programming Services
Horizon Projects Consulting Corp	505 14th Street, Suite 900	Lawson	James	Oakland	CA	94612	02-Jan-00	lawson.james@hpc.net	541512	Computer Systems Design Services
J & C Consulting Services	2245 82nd Avenue	Jaime	Jones	Oakland	CA	94605	30-Jun-16	jones@jandcconsulting.com	541512	Computer Systems Design Services
J & C Consulting Services, Inc (Seen certification #7110).	2245 82nd Avenue	Jaime F	Jones	Oakland	CA	94605	02-Jan-00	jones@jandcconsulting.com	541512	Computer Systems Design Services
Jo Murray Public Relations	40 Jack London Square	Jo	Murray	Oakland	CA	94607			541511	Custom Computer Programming Services
Kalamuna LLC	363 13th Street, Suite 300	Andrew	Ward	Oakland	CA	94612	31-Aug-17	andrew@kalamuna.com	541511	Custom Computer Programming Services
LaMa Media LLC	5850 Balmoral Dr.	Matthew	Kane	Oakland	CA	94619	02-Jan-00	matt@lamamedia.com	541511	Custom Computer Programming Services
Leapfrog Consulting	4118 Lyman Road	Kayla	Kirch	Oakland	CA	94602	01-Apr-06		541511	Custom Computer Programming Services
Legendary Enterprise Solutions	300 Frank H. Ogawa Plaza, Suite 350	Tony	Lee	Oakland	CA	94612	01-Oct-07	tony@legendary.com	541511	Custom Computer Programming Services
Legendary Enterprise Solutions	300 Frank H. Ogawa Plaza, Suite 350	Tony	Lee	Oakland	CA	94612	01-Oct-07	tony@legendary.com	541512	Computer Systems Design Services
Magenic Technologies, Inc.	1814 Franklin Street	Paul	Fridman	Oakland	CA	94612	01-Apr-06	paulf@magenic.com	541511	Custom Computer Programming Services

Michael Baker International Inc.	One Kaiser Plaza, Suite 1150	Michael	Stowronek	Oakland	CA	94612	30-Aug-18	mskownonek@mbakerintl.com	541512	Computer Systems Design Services
Millennium Franchise Group, LLC dba Hacking Solutions	3316 Laguna Way	Tony	Berman	Oakland	CA	94602	31-Aug-18	tberman@hackingolutions.com	541511	Custom Computer Programming Services
Millennium Franchise Group, LLC dba Hacking Solutions	3316 Laguna Way	Tony	Berman	Oakland	CA	94602	31-Aug-18	tberman@hackingolutions.com	541512	Computer Systems Design Services
Moonknight Networks, Inc.	300 Frank Ogawa Plaza, # 210	David	McDonald	Oakland	CA	94612	01-Oct-10	dmacd@moonknight.com	541512	Computer Systems Design Services
Mottimer Smythe LLC	13009 Broadway Terrace	Etan	Jones	Oakland	CA	94611	02-Jan-00	info@mottimersmythe.com	541511	Custom Computer Programming Services
Mottimer Smythe LLC	13009 Broadway Terrace	Etan	Jones	Oakland	CA	94611	02-Jan-00	info@mottimersmythe.com	541512	Computer Systems Design Services
Novavia Solutions, LLC	5863 Birch Court, Suite C	Jean-David	Margulici	Oakland	CA	94618	30-Sep-13	info@novavia.us	541512	Computer Systems Design Services
Napire Communications	5133 Fleming Avenue	Cheryl	Wilson	Oakland	CA	94619	01-Apr-06	cwilson@nspirecomm.com	541511	Custom Computer Programming Services
Outsource Consulting Services, Inc.	222 14th Street, Suite 100	Sandra	Floyd	Oakland	CA	94612	31-Mar-17	monique@osource.com	541511	Custom Computer Programming Services
PC Profesional, Inc	1615 Webster Street	Dan	Saguinetti	Oakland	CA	94612	01-Oct-10	dan@pcprofesional.com	541512	Computer Systems Design Services
Progressive CAD Design	1250	Rachel	DeCarlo	1250 57th Ave Unit 1	CA	9461	02-Jan-00	racheld@pro-3dcad.com	541512	Computer Systems Design Services
Pyramid Business Systems	1626 Martin Luther King Jr Way	James	Kennedy	Oakland	CA	94612	31-Oct-15	Pyramidbsi@gmail.com	541511	Custom Computer Programming Services
Pyramid Business Systems	1626 Martin Luther King Jr Way	James	Kennedy	Oakland	CA	94612	31-Oct-15	Pyramidbsi@gmail.com	541512	Computer Systems Design Services
Social Dynamism	425 28th Street	Walter	Wallace	Oakland	CA	94609	02-Jan-00	walter.c.wallace@gmail.com	541511	Custom Computer Programming Services
Sotiri	2475-B West 12th Street, Suite B	Sotiros	Zografos	Oakland	CA	94607	02-Jan-00	tasozog@aol.com	541512	Computer Systems Design Services
SunStream Networks, LTD	505 14th Street, Suite 330	Chris	Tallerico	Oakland	CA	94612	30-Apr-15	ct@sunstreamnetworks.com	541512	Computer Systems Design Services
Technical Consulting Group, LLC	31 Excelsior Ct.	James	Elliott	Oakland	CA	94610	01-Oct-10	sales@tcgllc.net	541512	Computer Systems Design Services
Tekperfect	337 17th Street, Suite 210	Jed	Silver	Oakland	CA	94612	30-Apr-17	jed@tekperfect.com	541511	Custom Computer Programming Services
Tekperfect	337 17th Street, Suite 210	Jed	Silver	Oakland	CA	94612	30-Apr-17	jed@tekperfect.com	541512	Computer Systems Design Services
TJC and Associates, Inc.	1615 Broadway, 4th Floor/ The Cathedral Building	Paul	Giorsetto	Oakland	CA	94612	30-Nov-16	gianna@tjcaa.com	541512	Computer Systems Design Services
Tomorrow Partners LLC	6434 Regent Street	Gaby	Brink	Oakland	CA	94618	02-Jan-00	hello@tomorrowpartners.com	541511	Custom Computer Programming Services
TradeFront	120 Sheldon Road	Zafar	Mahmood	Oakland	CA	94618	30-Nov-13	contact@tradefront.com	541511	Custom Computer Programming Services
TradeFront	120 Sheldon Road	Zafar	Mahmood	Oakland	CA	94618	30-Nov-13	contact@tradefront.com	541512	Computer Systems Design Services
UC Computers, Inc	436 14th Street # 204	Anita	Shue	Oakland	CA	94612	30-Jun-17	anita@transbay.net	541511	Custom Computer Programming Services
UC Computers, Inc	436 14th Street # 204	Anita	Shue	Oakland	CA	94612	30-Jun-17	anita@transbay.net	541512	Computer Systems Design Services
Verdant Solutions, Inc.	922 Everett Ave	Pascual	Benito	Oakland	CA	94602	30-Nov-14	pascua.benito@verdant-solutions.com	541512	Computer Systems Design Services
Vision Architectural, Inc.	200 Lakeside Drive, Suite 803	Stepanie	Hayden	Oakland	CA	94612	31-Mar-19	hayden@visionarchitecturalinc.com	541512	Computer Systems Design Services
WaveMind Inc.	1300 Clay Street, Suite 600	Arvind	Ahluwalia	Oakland	CA	94612	01-Apr-09	arvind@wavemindit.com	541511	Custom Computer Programming Services
WaveMind Inc.	1300 Clay Street, Suite 600	Arvind	Ahluwalia	Oakland	CA	94612	01-Apr-09	arvind@wavemindit.com	541512	Computer Systems Design Services
Weston Solutions, Inc.	1440 Broadway, Suite 908	Gregg	Selby	Oakland	CA	94612	02-Jan-00	gregg.selby@westonsolutions.com	541511	Custom Computer Programming Services
Weston Solutions, Inc.	1440 Broadway, Suite 908	Gregg	Selby	Oakland	CA	94612	02-Jan-00	gregg.selby@westonsolutions.com	541512	Computer Systems Design Services
Winning Strategies, LLC	300 Frank H. Ogawa Plaza, Suite 261	Cynthia	Mackey	Oakland	CA	94612	31-Aug-12	cmackey@winningstrategies.com	541512	Computer Systems Design Services
Xantrion, Inc.	651 20th St.	Tom	Snyder	Oakland	CA	94612	31-Aug-12	tsnyder@xantrion.com	541511	Custom Computer Programming Services
Xantrion, Inc.	651 20th St.	Tom	Snyder	Oakland	CA	94612	31-Aug-12	tsnyder@xantrion.com	541512	Computer Systems Design Services
YHLA Architects Inc. SEE # 6448	1617 Clay Street	Yui Hay	Lee	Oakland	CA	94612	31-May-13	yuihay@yha.net	541512	Computer Systems Design Services

Michael Baker International Inc.	One Kaiser Plaza, Suite 1150	Michael	Skowronek	Oakland	CA	94612	30-Aug-18	mstowronek@mbakerintl.com	541512	Computer Systems Design Services
Millennium Franchise Group, LLC dba Hacking Solutions	3316 Laguna Way	Tony	Beaman	Oakland	CA	94602	31-Aug-18	tbeaman@hackingolutions.com	541511	Custom Computer Programming Services
Millennium Franchise Group, LLC dba Hacking Solutions	3316 Laguna Way	Tony	Beaman	Oakland	CA	94602	31-Aug-18	tbeaman@hackingolutions.com	541512	Computer Systems Design Services
Moonknight Networks, Inc.	300 Frank Ogawa Plaza, # 210	David	McDonald	Oakland	CA	94612	01-Oct-10	dmcad@moonknight.com	541512	Computer Systems Design Services
Motrtimer Smythe LLC	13009 Broadway Terrace	Etan	Jones	Oakland	CA	94611	02-Jan-00	info@motrtimersmythe.com	541511	Custom Computer Programming Services
Motrtimer Smythe LLC	13009 Broadway Terrace	Etan	Jones	Oakland	CA	94611	02-Jan-00	info@motrtimersmythe.com	541512	Computer Systems Design Services
Novavia Solutions, LLC	5863 Birch Court, Suite C	Jean-David	Margulici	Oakland	CA	94618	30-Sep-13	info@novavia.us	541512	Computer Systems Design Services
Nspire Communications	5133 Fleming Avenue	Cheryl	Wilson	Oakland	CA	94619	01-Apr-06	cwilson@nspirecomm.com	541511	Custom Computer Programming Services
Outsource Consulting Services, Inc.	222 14th Street, Suite 100	Sandra	Floyd	Oakland	CA	94612	31-Mar-17	monique@osource.com	541511	Custom Computer Programming Services
PC Professional, Inc	1615 Webster Street	Dan	Saguinetti	Oakland	CA	94612	01-Oct-10	dan@pcprofessional.com	541512	Computer Systems Design Services
Progressive CAD Design	1250	Rachel	DeCarlo	1250 57th Ave Unit 1	CA	9461	02-Jan-00	racheld@pro-3dcad.com	541512	Computer Systems Design Services
Pyramid Business Systems	1626 Martin Luther King Jr Way	James	Kennedy	Oakland	CA	94612	31-Oct-15	Pyramidbsi@gmail.com	541511	Custom Computer Programming Services
Pyramid Business Systems	1626 Martin Luther King Jr Way	James	Kennedy	Oakland	CA	94612	31-Oct-15	Pyramidbsi@gmail.com	541512	Computer Systems Design Services
Social Dynamism	425 28th Street	Walter	Wallace	Oakland	CA	94609	02-Jan-00	walter.c.wallace@gmail.com	541511	Custom Computer Programming Services
Sotiri	2475-B West 12th Street, Suite B	Sotiros	Zografos	Oakland	CA	94607	02-Jan-00	tasozog@aol.com	541512	Computer Systems Design Services
SunStream Networks, LTD	505 14th Street, Suite 330	Chris	Tallerico	Oakland	CA	94612	30-Apr-15	ct@sunstreamnetworks.com	541512	Computer Systems Design Services
Technical Consulting Group, LLC	31 Excelsior Ct.	James	Elliott	Oakland	CA	94610	01-Oct-10	sales@tcgllc.net	541512	Computer Systems Design Services
Tekperfect	337 17th Street, Suite 210	Jed	Silver	Oakland	CA	94612	30-Apr-17	jed@tekperfect.com	541511	Custom Computer Programming Services
Tekperfect	337 17th Street, Suite 210	Jed	Silver	Oakland	CA	94612	30-Apr-17	jed@tekperfect.com	541512	Computer Systems Design Services
TIC and Associates, Inc.	1615 Broadway, 4th Floor/The Cathedral Building	Paul	Giorsetto	Oakland	CA	94612	30-Nov-16	gianna@tjcaa.com	541512	Computer Systems Design Services
Tomorrow Partners LLC	6434 Regent Street	Gaby	Brink	Oakland	CA	94618	02-Jan-00	hello@tomorrowpartners.com	541511	Custom Computer Programming Services
TradeFront	120 Sheldon Road	Zefar	Mahmood	Oakland	CA	94618	30-Nov-13	contact@tradefront.com	541511	Custom Computer Programming Services
TradeFront	120 Sheldon Road	Zefar	Mahmood	Oakland	CA	94618	30-Nov-13	contact@tradefront.com	541512	Computer Systems Design Services
UC Computers, Inc	436 14th Street # 204	Anita	Shue	Oakland	CA	94612	30-Jun-17	anita@transbay.net	541511	Custom Computer Programming Services
UC Computers, Inc	436 14th Street # 204	Anita	Shue	Oakland	CA	94612	30-Jun-17	anita@transbay.net	541512	Computer Systems Design Services
Verdant Solutions, Inc.	922 Everett Ave	Pascual	Benito	Oakland	CA	94602	30-Nov-14	pascua.benito@verdant-solutions.com	541512	Computer Systems Design Services
Vision Architectural, Inc.	200 Lakeside Drive, Suite 803	Sepanie	Hayden	Oakland	CA	94612	31-Mar-19	hayden@visionarchitecturalinc.com	541512	Computer Systems Design Services
WaveMind Inc.	1300 Clay Street, Suite 600	Arvind	Ahluwalia	Oakland	CA	94612	01-Apr-09	arvind@wavemindit.com	541511	Custom Computer Programming Services
WaveMind Inc.	1300 Clay Street, Suite 600	Arvind	Ahluwalia	Oakland	CA	94612	01-Apr-09	arvind@wavemindit.com	541512	Computer Systems Design Services
Weston Solutions, Inc.	1440 Broadway, Suite 908	Gregg	Selby	Oakland	CA	94612	02-Jan-00	gregg.selby@westonsolutions.com	541511	Custom Computer Programming Services
Weston Solutions, Inc.	1440 Broadway, Suite 908	Gregg	Selby	Oakland	CA	94612	02-Jan-00	gregg.selby@westonsolutions.com	541512	Computer Systems Design Services
Winning Strategies, LLC	300 Frank H. Ogawa Plaza, Suite 261	Cynthia	Mackey	Oakland	CA	94612	31-Aug-12	cmackey@winningstrategies.com	541512	Computer Systems Design Services
Xantrion, Inc.	651 20th St.	Tom	Snyder	Oakland	CA	94612	31-Aug-12	tpsnrydr@xantrion.com	541511	Custom Computer Programming Services
Xantrion, Inc.	651 20th St.	Tom	Snyder	Oakland	CA	94612	31-Aug-12	tpsnrydr@xantrion.com	541512	Computer Systems Design Services
YHLA Architects Inc. SEE # 6448	1617 Clay Street	Yui Hay	Lee	Oakland	CA	94612	31-May-13	yulhay@yhl.net	541512	Computer Systems Design Services

NAICS Code Search Results**NAICS Codes | Show all | Export to Excel | Printer Friendly**

Company Name (*)	Contact	Address	City	Zip	Phone	Fax	Service Type	Certs (*)	NAICS
Millennium Franchise Group, LLC dba Hacking Solutions	Tony Beaman	3316 Laguna Way	Oakland	94602	(510) 454-9955		PS	SLBE	519190
Vision Architectural, Inc.	Stepanie Hayden	200 Lakeside Drive, Suite 803	Oakland	94612	(510) 385-2624		PS	VSLBE	519190

Records 1 to 2 of 2

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NextRequest Service Agreement

This Services Agreement (the “Agreement”) is effective on the date last executed by the Parties (“Effective Date”), by and between NextRequest Co. D/B/A NextRequest, a Delaware Corporation with principal offices at 155 9th Street, San Francisco, CA 94103 (“NextRequest”) and the City of Oakland, with principal offices at 1 Frank H. Ogawa Plaza, Oakland CA 94612, (“Customer”; “City”). NextRequest and Customer may each be referred to as a “Party” and together as the “Parties”.

Unless otherwise specified, the contract term will be for one year beginning on the Effective Date.

Terms and Conditions

1. Services

1.1 NextRequest Service. NextRequest will deploy, host, and maintain for Customer an instance of the NextRequest Service (the “Service”).

1.2 Service Level Agreement. NextRequest will provide support for the Service according to the terms of the Exhibit 1, the Service Level Agreement and Exhibit 2, the Heroku Security Agreement, both of which are attached hereto and incorporated herein as if fully set forth.

1.3 NextRequest may use third party service providers (including Hosting Partners) to perform all or any part of the Services, but NextRequest remains responsible to Customer under this Agreement for Services performed by its third party service providers to the same extent as if NextRequest performed the Services itself.

1.4 Hourly Services. If Customer has purchased Hourly Services, including support or training services, NextRequest will provide those services consistent with industry standards and according to the terms in the applicable Order Form. Hourly Services will be provided during Business Hours, online, or by telephone, unless otherwise agreed to by the parties.

1.5 Excluded Services. NextRequest is not responsible for any of the following unless separately agreed to as part of Hourly Services purchased by Customer:

- Registering or maintaining domain names or DNS
- Hardware or software not provided as part of the Service
- Integration between the Service and any other software or system (except for issues originating with the Service or its interfaces)
- Direct support to Customer’s end users



1.6 Security. NextRequest will provide security for the Service through its agreement with Heroku Security [Exhibit 2] which sets forth the systems and procedures by which NextRequest shall ensure the security, integrity, and confidentiality of Customer's data, protect against anticipated threats or hazards to the security or integrity of Customer's data, and protect against unauthorized access to or use of Customer's data. NextRequest acknowledges that Customer enters into this Agreement in reliance upon NextRequest's representation that the Heroku Security policies shall apply to the Service. Customer enters into this Agreement relying upon NextRequest's statements in this Section 1.6 and in subparagraph 1.2 of, NextRequest's Service Level Agreement [Exhibit 1 hereto], that Heroku utilizes certified data centers managed by Amazon, which implement industry-leading physical, technical, and operational security measures which have received ISO 27001 certification and Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation from the U.S. General Services Administration. In recognition of Customer's reliance on NextRequest's security practices representations, attached hereto is a copy of Amazon's current ISO 27001 certification which shall be kept current throughout the term of this Agreement. Upon reasonable request, Customer shall have the right to audit NextRequest's privacy and data security practices.

2. Obligations of the Parties

2.1 Acceptable Use Policy. Customer will ensure that Customer's use of the Service, as NextRequest Customer's users' and Affiliates' use, is in compliance with the Acceptable Use Policy stated in Section 8 of this Agreement.

2.2 Security. The Parties will protect the accounts, passwords, and other authentication information Customer uses to access the Service and any NextRequest system. Customer is responsible for the use of the Services by any employee of Customer, any person Customer authorizes to use the Services and any person to whom Customer has given access to the Services.

2.3 Access. NextRequest is responsible to Customer or any third party for unauthorized access to Customer Data and Request Data when the unauthorized access or use results from NextRequest's failure to meet its security obligations under this Agreement (which includes Exhibit 2), the applicable SLA, or an applicable Order Form.

2.4 Data Backup. Customer will make reasonable efforts to maintain backups of all information Customer stores in the Service in an environment separate from the Service. NextRequest shall take steps to assure that the Heroku Data Backup protections set forth in Exhibit 2 ["Backups"] are in place at all times.

2.5 Use of Data. Unless specifically authorized by Customer, in writing, NextRequest may access Customer's IT systems and use Customer's Data only as required to provide or improve the Service.



2.6 Compliance with Applicable Law.

- a. Customer shall comply with those laws and regulations applicable to Customer for Customer's use of the Services, including Customer will be responsible for the accuracy, quality and legality of Customer's Data. Customer will have sole discretion to determine the content of its responses to the Public Records Act Requests that will be posted on the Service ("Content"). If NextRequest objects to any Content it shall give Customer written notice requesting that the Content to which it objects should be removed ("Request to Remove Content"). The Request to Remove Content must state the basis for NextRequest's belief that the Content should be removed. Customer shall evaluate the Request to Remove and, in its sole discretion, decide whether to remove the Content.
- b. Customer will not use the Services to store sensitive data such as financial data, individually identifiable information about children, individually identifiable health information, geolocation information about specific people, Social Security numbers, driver's license numbers, financial account numbers, credit or debit card numbers, personal identification numbers (PINs) or passwords or other personal information (together "Sensitive Data"). If NextRequest receives information that Customer's Data contains Sensitive Data that may violate applicable law or third-party rights, NextRequest shall give Customer a Request to Remove Content stating the basis for NextRequest's belief that the content should be removed. Customer shall evaluate the Request to Remove and, in its sole discretion, decide whether to remove the Content.
- c. If, pursuant to 2.4(a) or (b), Customer does not remove Content, Customer agrees to defend, indemnify and hold harmless NextRequest and its affiliates and their respective directors, officers, employees, and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment, or proceeding relating to or arising out of Customer's failure to remove such Content.
- d. NextRequest is solely responsible for compliance with all privacy and data security laws, regulations and industry standards applicable to its provision of the Services, which are those laws applicable to data generally but not those laws applicable to Sensitive Data (such as the Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act, the Children's Online Privacy Protection Act, Fair Credit Reporting Act and other similar state and local laws).
- e. Failure by either Party to fully comply with the obligation of this Section 2.4 shall constitute a material breach of this Agreement and grounds for Termination by the other Party under Section 7 [Termination] herein.

2.7 No High Risk Use. Customer will not use the Service for any critical system, meaning any system where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, Customer may not use the Service to support aircraft, trains, non-motorized dirigibles or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.



3. Fees and Invoicing

3.1 Fees, Invoicing. Customer will pay the fees stated in the Order Form according to the applicable fee schedule, upon receiving an invoice from NextRequest. All invoices are due and payable under this agreement within 30 days of receiving the applicable invoice.

3.2 Expenses. If Customer purchases Hourly Services to be provided on its premises or for which NextRequest is otherwise required to travel, Customer will reimburse NextRequest for all ordinary and necessary expenses incurred in connection with the performance of the Hourly Services, including travel-related expenses. All such expenses will be pre-approved by Customer and NextRequest shall provide documentation substantiating such expenses when it seeks reimbursement.

3.3 Late Payments. NextRequest may charge Customer a monthly finance charge of 1.5% (or the maximum amount allowed by law, whichever is less) on all outstanding amounts not paid within 30 days following the date of the applicable invoice. NextRequest may suspend the Service until Customer pays any overdue amount only if Customer does not pay the outstanding and undisputed invoice within 30 days of having received written notice from NextRequest of said overdue amount. In the event NextRequest brings a legal action to collect due to late payment of valid invoices, Customer will pay NextRequest's costs of collection, including reasonable legal fees, expenses and court costs.

3.4 Taxes. Customer is responsible for any taxes—federal, state, or local—applicable to Customer as a result of Customer's use of the Service. Taxes payable by Customer will be billed as separate items on NextRequest's invoices only if Customer agrees that it is responsible for paying said taxes and will not be included in NextRequest's fees. If Customer claims a tax exemption, Customer must provide documentation of the exemption to NextRequest at the time of Customer order.

3.5 Term and Price. The term of this Agreement is four (4) years at a firm, fixed price of \$11,213 per year, to be invoiced annually.

4. Intellectual Property

4.1 Ownership of the Service. The Service is protected by copyright, trademark, trade secret, and other intellectual property laws of both the United States and foreign countries. Subject to these Terms, and until termination of this Agreement and as long as Customer meets any applicable payment obligations and complies with this Agreement, NextRequest grants to Customer a personal, limited, royalty-free, non-exclusive, non-assignable, non-sublicensable and non-transferable right and license to use the Services. Customer is only granted the right to use the Services and only for the purposes described by NextRequest. NextRequest reserves all other rights in the Services, including all rights not expressly granted in these Terms in the Service. All rights, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of NextRequest and its licensors.



As between Customer and NextRequest, NextRequest retains all Intellectual Property in the Service and any software used to provide the Service to Customer. Any feedback, comments, or suggestions Customer may provide regarding NextRequest, or the Service, is entirely voluntary and NextRequest will be free to use such feedback, comments or suggestions as NextRequest sees fit and without any obligation to Customer. NextRequest will be considered the sole author of all modifications or improvements to the Service, whether or not produced under this Agreement. Customer hereby assigns to NextRequest all rights, title, and interest to any suggested improvements to the Service provided by Customer to NextRequest.

4.2 Customer Data. Customer represents and warrants that Customer has all necessary rights in the Customer Data to permit Customer's use of the Service, and NextRequest's and its Hosting Partner's provision of the Service, without infringing the Intellectual Property rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound. Customer is solely responsible for all Customer Data and use of Customer Data and the Service by Customer users. Neither NextRequest nor its Hosting Partner guarantees the accuracy, integrity or quality of Customer Data. As between Customer and NextRequest, Customer retains ownership of all Intellectual Property in Customer Data. Customer grants to NextRequest and its Hosting Partner the rights to access, retain, use and disclose Customer Data solely for the purpose of providing Services hereunder. The Service also collects the requests and other information associated with requests by users making public records requests from Customer ("Request Data"), including the information set forth in Exhibit 4. Customer does not verify the Request Data and does not warrant and disclaims responsibility for the accuracy of the Request Data.

4.3 Preservation of Customer and Request Data NextRequest and its Hosting Partner shall be solely responsible for protecting and preserving the Customer Data and Request Data from loss, corruption, destruction and in the event of any of the foretated, for restoring the Data to its original condition all as stated in Exhibit 2 [e.g., Disaster Recovery].

5. Confidential Information

5.1 Duty to Protect Confidential Information. Each party will exercise the same degree of care and protection with respect to the Confidential Information of the other party that it exercises with respect to its own Confidential Information, at least a reasonable degree of care. Notwithstanding the above: (i) either party may disclose the other's Confidential Information to its employees and agents who have a need to know, provided that any agent to which Confidential Information is disclosed is bound by non-disclosure terms at least as protective as those in this Section 5; and (ii) either party may disclose Confidential Information if so required by law (including court order or subpoena), provided that such disclosure is made in accordance with the terms of Section 5.3.



5.2 Return of Confidential Information. Unless otherwise authorized, upon the earlier of termination of this Agreement or request by the other party, each party will promptly return or destroy all Confidential Information disclosed to it by the other party and provide certification that all such Confidential Information has been returned or destroyed.

5.3 Notification Obligation. If a party becomes aware of any unauthorized use or disclosure of the Confidential Information of the other party, it will promptly and fully notify the other party of the unauthorized use or disclosure. If a party or any of its employees or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, it will not disclose the Confidential Information without providing the other party at least 7 days' prior written notice (or as much advance notice as is reasonably feasible, if less than 7 days) of any such request or requirement so that the other party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. The party that receives the request will cooperate with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

5.4 NextRequest acknowledges that Customer is subject to public disclosure laws and that Customer will comply with requests for information ("RFI"), as it is required to do under the federal Freedom of Information Act, California Public Records Act, City of Oakland Sunshine Act or judicial or administrative court order. NextRequest acknowledges that an RFI may pertain to any and all documentation associated with Customer's use of NextRequest's Services. NextRequest further acknowledges that it is obligated to assist and cooperate with Customer by producing all documentation that is responsive to the RFI so that Customer may comply with its statutory obligations, regardless of whether such information is NextRequest's confidential information. Customer agrees to give NextRequest as timely written notice as possible of the RFI such that NextRequest may oppose the RFI or exercise such other rights at law as NextRequest believes it has. However, NextRequest must produce all RFI responsive documents to Customer and Customer will comply with the RFI unless, within the time frame established by the statute, judicial or court order under which the RFI is made, NextRequest procures a Temporary Restraining Order or similar injunctive relief from a court or other tribunal of competent jurisdiction ordering Customer not to comply with the RFI pending final determination of NextRequest protest of the RFI. NextRequest further agrees to accept Customer's tender of defense and to defend Customer and pay all Customer costs of defense in any litigation brought against Customer with respect to Customer not complying with an RFI that NextRequest protests and will hold Customer harmless against any claims, attorneys' fees, damages, fines, judgments, or administrative penalties, which may arise from any such actions.

6. Publicity

With Customer's prior written approval, Customer agrees that NextRequest may publicly disclose Customer's use of the Service and may use Customer's name and logo to identify Customer as our



customer in promotional materials, including press releases. NextRequest will not use Customer's name or logo in a manner that suggests an endorsement or affiliation.

7. Term And Termination

7.1 Term. The initial term of the Agreement begins Customer's acceptance of the NextRequest Service platform. Renewal shall be only upon the Parties' written agreement at least thirty [30] days prior to the then current Agreement's expiration.

7.2 Termination for Convenience. Customer may terminate any Order Form for convenience at any time upon 30 days' written notice to NextRequest but will not be entitled to any refund of fees for any unused portion of the Service or unused Hourly Services.

7.3 Termination for Breach. Either party may terminate the Agreement for breach if the other party materially fails to meet any obligation stated in the Agreement and, does not remedy that failure within thirty (30) days of written notice from the nonbreaching party describing the failure.

7.4 Termination in Insolvency. Either party may terminate the Agreement with immediate effect on written notice if the other (or NextRequest reasonably believes that the other) is subject to an "Insolvency Event," meaning that it (i) is unable to pay its debts; or (ii) enters into compulsory or voluntary liquidation; or (iii) compounds with or contravenes a meeting of its creditors; or (iv) has a receiver or manager or an administrator appointed (or an application is made to the court for the same); or (v) ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts. Notwithstanding anything to the contrary within the Agreement, any fees that Customer owes to NextRequest for the Service will become due immediately upon the occurrence of Customer's Insolvency Event.

7.5 Remedy upon Termination. If Customer terminates this Agreement for NextRequest's breach, Customer shall be entitled to a refund equal to the pro rata amount remaining on the period then in effect for which Customer has already paid.

7.6 Transition Period Upon Termination. If the Agreement is terminated by either party, NextRequest will continue to provide the Service for at least ninety (90) days to allow Customer to take the steps necessary to procure service from another vendor.

8. Acceptable Use Policy

8.1 Customer may not use the Service to :

- distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;



- interfere with others' use of the Service;
- interfere with, or attempt to find or exploit vulnerabilities in, the Service or NextRequest' or our Hosting partners' other services or systems;
- perform any load tests or load-inducing vulnerability tests on the Service;
- alter, disable, interfere with, or circumvent any aspect of the Services;

8.2 Customer may not knowingly use the Service to:

- send or facilitate the sending of unsolicited bulk commercial email (spam);
- store or transmit libelous, harassing, abusive or otherwise unlawful or tortious materials;
- store or transmit material in violation of any third party's privacy or Intellectual Property rights;

8.3 If NextRequest receives information that Customer is in breach of Section 8.2, NextRequest shall give Customer a Request to Remove Content stating the basis for NextRequest's belief that the content should be removed. Customer shall evaluate the Request to Remove and, in its sole discretion, decide whether to remove the Content. If Customer does not remove Content, Customer agrees to defend, indemnify and hold harmless NextRequest and its affiliates and their respective directors, officers, employees, and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment, or proceeding relating to or arising out of Customer's failure to remove such Content.

8.4 NextRequest and its Partners are restricted to accessing, retaining, using and disclosing Customer Data solely for the purpose of providing the Service. Notwithstanding the foregoing, NextRequest may use Customer Data and Request Data in order to improve the Services, provided that such use does not breach NextRequest's confidentiality obligations.

9. Omitted Intentionally

10. Indemnification

10.2 NextRequest's Indemnification of Customer. NextRequest agrees to defend, indemnify and hold harmless Customer and its affiliates and their respective directors, officers, employees, and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment, or proceeding relating to or arising out of NextRequest's breach of its express warranties or representations made in this Agreement, or NextRequest's infringement of any third party's intellectual property.



10.3 Conditions. If an action is brought against either Party (the "Indemnified Party") in respect to any allegation for which indemnity may be sought from the other Party ("Indemnifying Party"), the Indemnifying Party's obligations under this Section with respect to the action are conditioned on (a) the Indemnified Party notifying the Indemnifying Party promptly in writing of the action; (b) the Indemnified Party giving the Indemnifying Party sole control of the defense and any related settlement negotiations; and (c) the Indemnified Party cooperating with the Indemnifying Party in the defense, including by making available to the Indemnifying Party all documents and information in the Indemnified Party's possession or control that are relevant to the infringement or misappropriation claims, and by making the Indemnified Party's personnel available to testify or consult with the Indemnifying Party or its attorneys in connection with the defense.

10.4 Exclusions. Notwithstanding the foregoing, NextRequest will have no obligation to indemnify Customer for any claim based upon (a) any use of the Services not in accordance with the Agreement or (b) any use of the Services in combination with other products, equipment, software, or data not supplied by NextRequest.

11. Limitation on Liability

11.1 Disclaimer of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NextRequest MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. NextRequest MAKES NO REPRESENTATIONS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR REGARDING THE ACCURACY OR RELIABILITY OF CUSTOMER DATA.

11.2 Liability Cap. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF IT KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. NEITHER PARTY'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE SHALL EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO NextRequest UNDER THIS AGREEMENT.

11.3 Nothing in this Agreement limits or excludes either party's liability for any loss or damages resulting from death or personal injury caused by its negligence, or any fraud or fraudulent misrepresentation.

11.4 These limitation of liability provisions shall not apply to NextRequest's Indemnification obligations set forth in Sections 5.4, 9.1 or 10, or Customer's indemnification obligations set forth in Sections 2.6(c) or 8.3.



12. Governing Law, Lawsuits

12.1 Governing Law. This Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of California, without respect to conflict-of-laws principles.

12.2 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association in San Francisco, California. Upon receipt of notice of any dispute to be settled by binding arbitration, the American Arbitration Association will use its best efforts to appoint a single arbitrator within 30 days after receipt of such notice.

12.3 Arbitration Award. The arbitrator will not have the authority to award exemplary or punitive damages to any injured party. A decision by the arbitrator will be final and binding. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and such award will not be appealable.

13. General

13.1. Notice. Written notice by either party to the other may be given: (i) in person, and such notice will be deemed valid on the date of delivery in person; or (ii) by email to the party contact identified in the Order Form, and such notice will be deemed valid as of the proof of the date received. Notwithstanding the foregoing, any notice of litigation under this Agreement shall be made by in-person delivery or certified mail.

13.2 Assignment. Neither party may assign the Agreement without the prior written consent of the other party.

13.3. Force Majeure. Neither party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond either party's control, including but not limited to significant failure of a part of the power grid or significant failure of the Internet.

13.4 Modifications. Unless otherwise expressly permitted in this Agreement, the Agreement may be amended only by a formal written agreement signed by both parties. An Order Form may be amended to modify, add, or remove services by mutual written agreement of the parties, agreement by email being sufficient. Any terms on Customer's purchase order or other business forms by which Customer orders or pays for Services will not become part of this Agreement.

13.5 Entire Agreement. The Agreement, including its Exhibits, which are incorporated herein by this reference, constitute the complete and exclusive agreement between the parties regarding the Services and supersedes and replaces any prior understanding or communication, written or oral. Customer



acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NextRequest which is not set out in the Agreement.

13.6 Precedence. If there is a conflict between the terms of an Order Form and this Agreement, then this Agreement will control. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

13.7 Unenforceable Provisions. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part will be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the parties underlying the Agreement.

13.8 No Waiver. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

13.9 No Partnership. The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other, and neither party has the right to bind the other to any agreement with a third party.

13.10 Survival. The following terms will survive expiration or termination of the Agreement: Sections 4, 5, 7, 10, 11, and 12. all terms of the Agreement requiring Customer to pay any fees for Services provided prior to the time of expiration or termination or requiring Customer to pay an early termination fee, and all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

13.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered a legal original for all purposes.

14. Defined Terms

Capitalized terms used in this Agreement have the following meanings:

“Affiliate” means any and all legal entities which the ultimate parent of a party to the Agreement controls, now or hereafter. For the purpose of this definition, “control” will mean an entity, directly or indirectly, holding more than fifty per cent (50%) of the issued share capital, or more than fifty per cent (50%) of the voting power at general meetings, or which has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such legal entity.

“Business Day” or “Business Hours” means 9:00 a.m. – 6:00 p.m. Monday through Friday, U.S. Pacific time, excluding public holidays in the United States.



"Confidential Information" means all information disclosed by one party to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for Customer, all information transmitted to or from, or stored on, Customer's Service, (ii) for both parties, information that is marked or otherwise conspicuously designated as confidential, and (iii) for NextRequest, scripts and other tools used in Service of NextRequest's Software. Information that is independently developed by either party, without reference to the other's Confidential Information, or that becomes available to either party other than through breach of the Agreement or applicable law, will not be "Confidential Information" of the other party.

"Customer Data" means all data that Customer or its users stores in, transmits to, or produces with the Service, or otherwise provide to NextRequest under this Agreement, including information made available in response to Public Records Act requests of the general public. Customer Data does not include Request Data.

"Hourly Services" means hourly support or training services to be provided by NextRequest under an applicable Order Form.

"Intellectual Property" or "IP" means legally protectable rights related to patents, copyrights, trademarks, trade secrets, rights of publicity and any other proprietary intellectual property.

"Order Form" means an ordering document referencing this Agreement and signed or agreed to electronically by the parties, describing the Service and any Hourly Services to be provided by NextRequest.

"Request Data" means the requests and other information associated with requests by users making public records requests from Customer

"Service" means an instance of NextRequest Software maintained by NextRequest and hosted on the systems of a Hosting Partner.

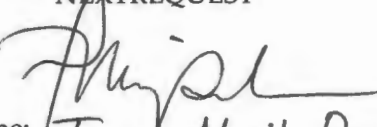
"Service Level Agreement" or "SLA" means the version of the NextRequest Service Level Agreement corresponding to Customer service level as identified in the applicable Order Form.

In Witness Whereof, the Parties have caused this Agreement to be executed by duly authorized representatives of the Parties as of the Effective Date.

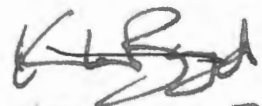


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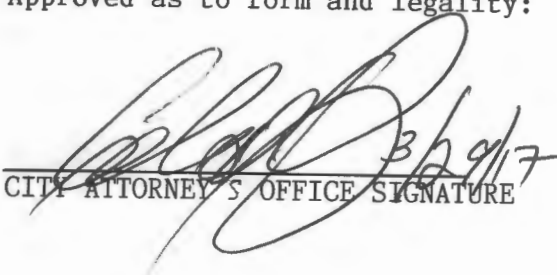
NEXTREQUEST CO. D/B/A
NEXTREQUEST

By: 
Name: Tamara Manik-Pertman
Title: CEO
Date: 02/23/17

CITY of OAKLAND

By:  Deputy Barnes Jr
Name: Karen L Boyd Director, Contracts & Compliance
Title: Assistant to the City Administrator
Date: 2/24/17 3/30/17

Approved as to form and legality:


CITY ATTORNEY'S OFFICE SIGNATURE



SO AGREED:

City of Oakland,
a municipal corporation

NextRequest Co.

(City Administrator's Office) (Date)

(Signature) (Date)

(Department Head Signature) (Date)

00187716

Business Tax Certificate No.

Approved as to form and legality:

86515 _____
Resolution Number



(City Attorney's Office Signature) (Date) 3/29/17



Exhibit 1

NextRequest Service Level Agreement

This Service Level Agreement (“SLA”) is Exhibit 1 to the [date] NextRequest Service Agreement [“Agreement”] between the City of Oakland [“Customer”] and NextRequest Co. [“NextRequest”] and defines the support obligations of NextRequest to Customer, and is incorporated into and subject to the terms of the Agreement. Capitalized terms not defined in this SLA shall have the meanings given to them in the NextRequest Service Agreement.

1. Service Guarantees

1.1 Availability. NextRequest provides hosting for the NextRequest service through Heroku, Inc. (“Heroku” or “Hosting Partner”), which does not make guarantees about uptime. However, in the past 12 months (2014), Heroku has typically had uptime of approximately 99.98% (it fell short in December 2013, with an uptime rate of 99.94%). NextRequest will monitor the availability of the Service and make commercially reasonable efforts to ensure that its Hosting Partner meets this level of service. Based on this performance record, NextRequest is willing to guarantee 99.9% uptime of the application, with the exception of planned outages for maintenance and upgrades in which NextRequest notifies the Customer 24 hours in advance. When NextRequest fails to meet this guarantee, the Customer will be eligible for credits as described in section 3.2.

1.2 Security. NextRequest takes the security of the Customer's data seriously and protects it according to the rigorous security practices described in our System Security Plan. Heroku, our Hosting Partner, utilizes certified data centers managed by Amazon, which implements industry-leading physical, technical, and operational security measures and has received ISO 27001 certification and Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation from the U.S. General Services Administration. If NextRequest becomes aware of any unauthorized access to its systems that poses any threat to the Service or the Customer's data, NextRequest will notify the Customer in writing of the issue no later than the close of the next business data after NextRequest learn of it.

1.3 Data Integrity. The PG Backups add-on for Heroku makes daily backups of Customers' systems and data. Seven (7) daily backups and five (5) weekly backups are retained.

1.4 Location of Service. Heroku maintains physical hosting facilities in two different geographic regions: the U.S. and the E.U. (beta). The Customer may elect to have the Service and the Customer's data hosted in any of these regions when the Customer purchases the Service in order to minimize latency.

1.5 Included Advisory Consulting. The Customer is entitled to training and advisory consulting from NextRequest as specified in the Customer's NextRequest Service Agreement and Order Form.

2. Service Request Process

2.1 Service Request Definition. A Service Request is any email, phone call, or Zendesk ticket sent to



NextRequest by the Customer indicating support action is necessary or desired. This includes Bug reporting and Customer Support.

2.2 Severity Levels and Response Times. Each Service Request will be assigned a Severity Level by the party initiating the request. If NextRequest reasonably determines that the Customer has assigned an incorrect Severity Level to a ticket, NextRequest may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NextRequest (or, in the case of Critical requests, our Hosting Partner) will respond to the Customer's request and begin work on the issue:

Severity Level (Priority)	Definition	Initial Response Time and Channel
Critical Service is inoperative	Service is inoperative, Customer's business operations or productivity are severely impacted with no available workaround, a critical security issue exists.	2 hours (<i>phone or email</i>)
Standard (High)	Service is operating but issue is causing significant disruption of Customer's business operations; workaround is unavailable or inadequate.	1 Business Day (<i>phone or email</i>)
Standard (Medium)	Service is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day (<i>email</i>)
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	1 Business Day (<i>email</i>)

2.3 Standard Service Requests

2.3.1 Initiating Standard Service Requests. The Customer may initiate a Standard Service Request by opening a ticket via the NextRequest Zendesk system. NextRequest support team members or systems may also create tickets on the Customer's behalf in response to issues identified by monitoring systems.

2.3.2 Response and Resolution. Once NextRequest has responded to a Service Request, NextRequest will work during Business Hours with the Customer's representatives and, as needed, our Hosting Partner to resolve the problem or provide a workaround. NextRequest makes no guarantee regarding the time to resolve a Service Request, only that NextRequest will use the reasonable efforts described above.



2.4 Critical Service Requests

2.4.1 Initiating Critical Service Requests. The Customer may initiate a Critical Service Request by calling NextRequest directly at 844-767-8263. The Customer will be directed to leave contact information and a detailed description

2.4.2 NextRequest's Response. NextRequest's support staff will contact the Customer within 2 hours of receiving the Customer's report of a Critical Service Request and will work continuously until the issue is resolved or a workaround is available. NextRequest will provide the Customer with regular updates until the issue is resolved and will coordinate with the Customer during Business Hours.

2.5 Customer Responsibilities. The Customer agrees to assist NextRequest as necessary to resolve Service Requests and to provide any information NextRequest reasonably requests, including information necessary to duplicate the issue. The Customer agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NextRequest to review issues, and to assist NextRequest in diagnosing

2.6 Bugs and Bug Reporting

2.6.1 Bug Definition. A Bug is defined as any issue where the NextRequest application does not function as intended. It is at the sole discretion of NextRequest staff to determine if an issue is classified as a Bug. None of the Customer's Customer Support hours will be deducted for reporting Bugs. The Customer may submit a Service Request in order to report a Bug.

2.7 Customer Support

2.7.1 Customer Support Definition. Staff time spent by NextRequest assisting the Customer or Customer's representatives after the Effective Date specified in the Service Agreement is defined as Customer Support. This may include helping users with account creation, account log in, configuration, or understanding features. Customer Support hours exclude: bug reporting and related discussions and fixes; regularly scheduled check-ins with NextRequest staff as specified in the Order Form; and training sessions specified in the Order Form. The Customer may submit a Service Request in order to receive Customer Support.

2.7.2 Premium Customer Support. Customers have an initial amount of Premium Customer Support hours specified in their Order Form. These Customer Support hours will adhere to the Service Request response times outlined in Sect. 2. Additional "Premium Customer Support" may be purchased as needed.

2.7.3 Regular Customer Support. If a customer has exhausted their Premium Customer Support hours they will continue to receive Regular Customer Support. Customers receiving Regular Customer Support will receive the same level of support regarding Service Requests and response times outlined in Sect. 2 with the exception that customers with Premium Customer Support will take priority and have their issues addressed first.

3. Service Credits and Right to Terminate



3.1 Issuance. If NextRequest fails to meet the response time stated above, the Customer will be entitled to a credit of 2 service hours for each hour during which the response time guarantee is not met, up to a total of 8 hours per incident. The Customer must request a credit in writing via a support ticket no later than 14 days following the occurrence of the event giving rise to the credit. Credits will be applied to extend the contract term. The credits referred to in this Agreement are the Customer's initial remedy in the event NextRequest fails to meet a guarantee for which credits are provided. If the maximum total credit for failure to meet any guarantee during any calendar month reaches 8 hours, NextRequest shall be considered in default of the Agreement and Customer shall have the right to terminate the Agreement and Customer shall be entitled to a refund equal to the pro rata amount remaining on the period then in effect for which Customer has paid. Termination and refund shall not preclude Customer from any other rights it has under the law.

3.2 Right to Terminate. If NextRequest fails to perform any obligation for which a credit is not provided, the Customer may have NextRequest perform or re-perform the obligation, as applicable. If the maximum total credit for failure to meet any guarantee during any calendar month reaches 8 credits, NextRequest shall be considered in default of the Agreement and Customer shall have the right to terminate the Agreement and Customer shall be entitled to a refund equal to the pro rata amount remaining on the period then in effect for which Customer has paid. Termination and refund shall not preclude Customer from any other rights it has under this Agreement or at law.

3.3 Credits for Downtime. During the term of the contract, the application will be operational and available at least 99.9% of the time in any calendar month, with the exception of planned outages for maintenance and upgrades in which NextRequest notifies the Customer 24 hours in advance. If NextRequest does not meet the SLA, the Customer will be eligible to receive the service credits described below. In order to receive service credits, the Customer must request the credit in writing via a support ticket within 14 days from the time the Customer becomes eligible to receive a service credit.

Monthly Uptime Percentage	Days of Service added to the end of the service term at no charge to you
< 99.9% to >= 99.0%	3
< 99.0% to >= 95.0%	7
< 95.0 %	15

3.3 Extraordinary Events. The Customer is not entitled to a credit for downtime or outages resulting from denial-of-service attacks, hacking attempts, or any other circumstances that are not within our control.

3.4 No Credit in Breach. The Customer is not entitled to a credit if: (i) the Customer is in breach of the Agreement (including the Customer's payment obligations to Nextrequest) at the time of the occurrence



of the event giving rise to the credit, (ii) the event giving rise to the credit results from the Customer's prior breach of the Agreement, or (iii) to the extent our failure to meet an Initial Response Time guarantee results from the Customer's delay or failure to meet the requirements of Section 2.5 ("Customer Responsibilities") of this SLA.

March 28, 2017

City of Oakland NextRequest Proposal

Public Records Request Management, Cloud Hosted Software as a Service (SaaS)

prepared for: Mai-Ling Garcia (City of Oakland)

prepared by: Tamara Manik-Perlman (NextRequest)

EXECUTIVE SUMMARY

NextRequest is a public records management tool, with a public-facing portion that allow the public to make requests, and a government-facing portion that allows staff to manage requests. It was inspired by the pioneering work that the City of Oakland did with RecordTrac. We would be honored to partner with the City to continue developing civic technology that benefits everyone.

NextRequest will provide the following:

- **Annual Subscription at \$11,213/yr**
 - 4-year contract with a guaranteed price, invoiced annually
 - 46.5% discount with a 4-year commitment
- **Migration Plan & Implementation**
 - Migration of core data from RecordTrac to NextRequest
- **Customer Support**
 - Accessible service (in-app chat, phone, email)
- **Staff Training**
 - Customized training for records liaisons and general staff
 - Two initial trainings
 - Ongoing training opportunities

FEATURES

NextRequest was inspired by the original RecordTrac application developed during the Code for America fellowship, but was built from the scratch to improve performance and the user experience. It replicates virtually all of the functionality present in RecordTrac, and adds a number of new features. Our entire feature set includes:

- **Administrative Tools**
 - Multiple user roles to control access to application functionality
 - Department-specific routing and visibility configuration
 - Admin-configurable alerts
 - Admin-configurable templates for messages and request closures
 - Customizable tags to categorize requests
- **Messaging & Communications**
 - Internal notes for internal staff communication
 - Private documents, to facilitate internal review and redaction prior to release



- An email bridge that allows users to send messages via email without logging into the application
 - Automatic email notifications for request actions
- **Publishing & Permissions**
 - Publish individual requests to the public or only to the requester
 - Ability to review documents internally before release
 - Request publication embargo
- **Routing & Roles**
 - Automatically route requests to predefined user groups or departments
 - Set roles within a group or department
- **Reporting & Analytics**
 - Dashboard with real-time and historical information on requests
 - Customized data exports: download a CSV of request information based on selected filters for date, department, status, user, etc.
 - Staff time tracking
 - API for accessing key request data
- **Document Hosting**
 - Supports any file type, including PDF, email extracts, audio, and video
 - In-application document viewer
- **Request Diversion**
 - Keyword-based alerts may deflect requests by directing people to existing information online
 - The ability to review and reference past requests and documents to reduce duplicates
- **Request History**
 - Staff and requester view
 - Logging of event time, date and user of actions related to a request
- **Customer Support**
 - Online documentation including video tutorials
 - Chat and email support

The following features are offered by NextRequest but are **not** included in this agreement or in the base subscription fee. The following features would need to be purchased for an additional fee.

- **Redaction** *(additional fee)*
 - In-browser redaction
 - Text search-and-redact
 - Auto-generate an exemption annotation
 - Automatically generates a new, redacted version of the document
- **Cost, Invoicing, and Payments** *(additional fee)*
 - Time tracking and staff cost calculation
 - Send and track invoices
 - Receive payments online via credit card (additional transaction fee applies)



PRICING

In recognition of Oakland's pioneering work around public records requests through RecordTrac, we are offering Oakland significant discounts on our standard Service Level Agreement.

The standard price for Oakland is \$21,000, plus a \$5,000 implementation fee. Oakland has agreed to sign a 4 year agreement, in recognition of which we will offer a 46.5% discount on the annual price, and waive the implementation fee. The \$11,213 annual subscription fee will be invoiced annually, and includes only the core product, not any add-on modules.

Option	Discount	Price	Set-up fee	Details
Standard Annual Service Level Agreement (SLA)	--	\$21,000/yr	\$5,000	<ul style="list-style-type: none">- Basic maintenance and upgrades- Web hosting- Application-dependent service fees and management included- 16 hours of customer support- Continuous application updates- Unlimited requests- Unlimited users
4-year contract	46.50%	\$11,213/yr	waived	Same as above

MIGRATION PLAN

The NextRequest would like to make the transition from RecordTrac as easy as possible. To that end, we will collaborate with the City of Oakland to develop a mutually acceptable data migration plan.

- **Data Fidelity** - Core data from RecordTrac will be included in the migration to NextRequest, including document links to Scribd. We will also pull down a full export of the original RecordTrac database and make it available for Oakland's future use.
- **Support** - NextRequest will provide high-touch customer support for City of Oakland staff during and after migration.



Once Oakland has signed a NextRequest contract, we will initiate the following migration plan:

Phase	Deployment	Data	Training & Outreach
Phase I: Data Migration (6 weeks)		<ul style="list-style-type: none">- Identify priority data fields- Extract RecordTrac database- Transform RecordTrac data into NextRequest data format- Populate NextRequest instance with RecordTrac database	
Phase II: QA & Training (4 weeks)	<ul style="list-style-type: none">- Launch oakland.nextrequest.com internally	<ul style="list-style-type: none">- Review RecordTrac data within the NextRequest interface	<ul style="list-style-type: none">- NextRequest training for current RecordTrac users- Communications of transition plan to relevant Oakland staff and stakeholders
Phase III: Launch (4 weeks)	<ul style="list-style-type: none">- Launch live- Redirect records.oaklandnet.com to oakland.nextrequest.com		<ul style="list-style-type: none">- External messaging and communications
Phase IV: Maintenance (ongoing)		<ul style="list-style-type: none">- Deliver an archive of RecordTrac instance	<ul style="list-style-type: none">- Answer questions about the new interface as needed

Date ranges are provided as estimates, not as legally binding commitment. A migration plan will be developed in collaboration with the City once the contract is finalized.



TRAINING

NextRequest is designed to be intuitive and user-friendly and has many similarities to RecordTrac. Therefore, City of Oakland staff accustomed to using RecordTrac should be able to begin using it with minimal additional training. However, we are committed fully training all City of Oakland staff who will be using NextRequest to ensure they get the full benefit of the application, and to ensure that all staff are using NextRequest in a uniform fashion consistent with the City's policies.

ITEM	TIME	DESCRIPTION
Preliminary Coordination	1 hour session	<ul style="list-style-type: none">• Coordinate NextRequest training materials and Oakland business processes with the primary public records request managers and open government coordinators (<i>Mai-Ling Garcia or Arly Flores</i>)
Liaison Training	1 hour session (x2, prior to launch)	<ul style="list-style-type: none">• Up to 2 separate group sessions• Review all Administrative features• Explain differences between NextRequest and RecordTrac• Collaborate with the City of Oakland to describe how to use NextRequest in compliance with the CA PRA and City of Oakland policies
Staff Training	1 hour sessions (x2, prior to launch)	<ul style="list-style-type: none">• Up to 2 separate group sessions of up to 50 attendees each• Review all Staff features• Explain differences between NextRequest and RecordTrac• Collaborate with the City of Oakland to describe how to use NextRequest in compliance with the CA PRA and City of Oakland policies
Web-based Refresher Training	intermittent	NextRequest offers periodic web-based refreshers that Oakland staff are welcome to attend.
Ongoing Support	Within 24 hours (annually)	NextRequest typically replies to staff questions via chat or email within one business day.



UPTIME

During the term of the contract, the application will be operational and available at least 99.9% of the time in any calendar month (the Service Level Agreement, or SLA), with the exception of planned outages for maintenance and upgrades, for which NextRequest will notify the Client 24 hours in advance. If NextRequest does not meet the SLA, the Client will be eligible to receive the service credits described below. In order to receive service credits, the Client must notify NextRequest within thirty days from the time the Client becomes eligible to receive a service credit.

Monthly Uptime Percentage	Days of Service added to the end of the service term at no charge to City
< 99.9% to >= 99.0%	3
< 99.0% to >= 95.0%	7
< 95.0 %	15



Exhibit 2

HEROKU SECURITY

POLICIES

Customer Promises
Privacy Statement
Acceptable Use Policy
Support Policy
Conferences and Events

LEGAL

Terms of Service
Heroku Security
Trademark Usage
Guidelines
DMCA Notices

Heroku Security

Heroku Overview

Heroku is a cloud application platform used by organizations of all sizes to deploy and operate applications throughout the world. Our platform allows organizations to focus on application development and business strategy while Heroku focuses on infrastructure management, scaling, and security. Heroku applies security best practices and manages platform security so customers can focus on their business. Our platform is designed to protect customers from threats by applying security controls at every layer from physical to application, isolating customer applications and data, and with its ability to rapidly deploy security updates without customer interaction or service interruption.

Heroku's Commitment to Trust

"Nothing is more important to our company than the privacy of our customer's data." -- Parker Harris, salesforce.com EVP, Technology

Trust is a core principle of salesforce.com and Heroku. It's this commitment to customer privacy and inspiring trust that directs the decisions we make on a daily basis. Trust is the responsibility of each and every employee and one we take seriously.

To learn more about Salesforce.com efforts to protect customer privacy and actions customers can take to protect their data visit the Salesforce Trust And Compliance Policies.

Vulnerability Reporting

As part of our commitment to working with security researchers to make our platform safer, Heroku operates a bug bounty program to reward those who find and report bugs in our platform. Our bug bounty program is managed through Bugcrowd. To see the terms of the program and participate, go to Bugcrowd and sign up as a tester. If you have identified a vulnerability, please report it via Bugcrowd to be eligible for a reward.

For other security inquiries, please open a support ticket.

Security Assessments and Compliance

Data Centers

Heroku's physical infrastructure is hosted and managed within Amazon's secure data centers and utilize the Amazon Web Service (AWS) technology. Amazon continually manages risk and undergoes recurring assessments to ensure compliance with industry

standards. Amazon's data center operations have been accredited under:

- ISO 27001
- SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II)
- PCI Level 1
- FISMA Moderate
- Sarbanes-Oxley (SOX)

PCI

We use PCI compliant payment processor Braintree for encrypting and processing credit card payments. Heroku's infrastructure provider is PCI Level 1 compliant.

Sarbanes-Oxley

As a publicly traded company in the United States, salesforce.com is audited annually and remains in compliance with the Sarbanes-Oxley (SOX) Act of 2002.

Penetration Testing and Vulnerability Assessments

Third party security testing of the Heroku application is performed by independent and reputable security consulting firms. Findings from each assessment are reviewed with the assessors, risk ranked, and assigned to the responsible team.

Physical Security

Heroku utilizes ISO 27001 and FISMA certified data centers managed by Amazon. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS platform and infrastructure. AWS data centers are housed in nondescript facilities, and critical facilities have extensive setback and military grade perimeter control berms as well as other natural boundary protection. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, state of the art intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication no fewer than three times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

Amazon only provides data center access and information to employees who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or Amazon Web Services. All physical and electronic access to data centers by Amazon employees is logged and audited routinely.

For additional information see: <https://aws.amazon.com/security>

Environmental Safeguards

Fire Detection and Suppression

Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.

Power

The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide back-up power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.

Climate and Temperature Control

Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Monitoring systems and data center personnel ensure temperature and humidity are at the appropriate levels.

Management

Data center staff monitor electrical, mechanical and life support systems and equipment so issues are immediately identified. Preventative maintenance is performed to maintain the continued operability of equipment.

For additional information see: <https://aws.amazon.com/security>

Network Security

Firewalls

Firewalls are utilized to restrict access to systems from external networks and between systems internally. By default all access is denied and only explicitly allowed ports and protocols are allowed based on business need. Each system is assigned to a firewall security group based on the system's function. Security groups restrict access to only the ports and protocols required for a system's specific function to mitigate risk.

Host-based firewalls restrict customer applications from establishing localhost connections over the loopback network interface to further isolate customer applications. Host-based firewalls also provide the ability to further limit inbound and outbound connections as needed.

DDoS Mitigation

Our infrastructure provides DDoS mitigation techniques including TCP Syn cookies and connection rate limiting in addition to maintaining multiple backbone connections and internal bandwidth capacity that exceeds the Internet carrier supplied bandwidth. We work closely with our providers to quickly respond to events and enable advanced DDoS mitigation controls when needed.

Spoofing and Sniffing Protections

Managed firewalls prevent IP, MAC, and ARP spoofing on the network and between virtual hosts to ensure spoofing is not possible. Packet sniffing is prevented by infrastructure including the hypervisor which will not deliver traffic to an interface which it is not addressed to. Heroku utilizes application isolation, operating system restrictions, and encrypted connections to further ensure risk is mitigated at all levels.

Port Scanning

Port scanning is prohibited and every reported instance is investigated by our infrastructure provider. When port scans are detected, they are stopped and access is blocked.

Data Security

Customer Applications

Each application on the Heroku platform runs within its own isolated environment and cannot interact with other applications or areas of the system. This restrictive operating environment is designed to prevent security and stability issues. These self-contained environments isolate processes, memory, and the file system using LXC while host-based firewalls restrict applications from establishing local network connections.

For additional technical information see: <https://devcenter.heroku.com/articles/dyno-isolation>

Heroku Postgres

Customer data is stored in separate access-controlled databases per application. Each database requires a unique username and password that is only valid for that specific database and is unique to a single application. Customers with multiple applications and databases are assigned separate databases and accounts per application to mitigate the risk of unauthorized access between applications.

Customer connections to postgres databases require SSL encryption to ensure a high level of security and privacy. When deploying applications, we encourage customers to take advantage of encrypted database connections.

Stored data can be encrypted by customer applications in order to meet data security requirements. Customers can implement data storage, key management, and data retention requirements when developing their application.

Add-ons

Customers can extend the functionality of applications by using Heroku Add-ons. Add-ons are offered and managed by 3rd party companies and implement their own security controls and processes.

For additional information see: <https://addons.heroku.com>

System Security

System Configuration

System configuration and consistency is maintained through standard, up-to-date images, configuration management software, and by replacing systems with updated deployments. Systems are deployed using up-to-date images that are updated with configuration changes and security updates before deployment. Once deployed, existing systems are decommissioned and replaced with up-to-date systems.

Customer Application Isolation

Applications on the Heroku platform run within their own isolated environment and cannot interact with other applications or areas of the system to prevent security and stability issues. These self-contained environments isolate processes, memory, and the file system while host-based firewalls restrict applications from establishing local network connections.

For additional technical information see: <https://devcenter.heroku.com/articles/dyno-isolation>

System Authentication

Operating system access is limited to Heroku staff and requires username and key authentication. Operating systems do not allow password authentication to prevent password brute force attacks, theft, and sharing.

Vulnerability Management

Our vulnerability management process is designed to remediate risks without customer interaction or impact. Heroku is notified of vulnerabilities through internal and external assessments, system patch monitoring, and third party mailing lists and services. Each vulnerability is reviewed to determine if it is applicable to Heroku's environment, ranked based on risk, and assigned to the appropriate team for resolution.

New systems are deployed with the latest updates, security fixes, and Heroku configurations and existing systems are decommissioned as customers are migrated to the new instances. This process allows Heroku to keep the environment up-to-date. Since customer applications run in isolated environments, they are unaffected by these core system updates.

To further mitigate risk, each component type is assigned to a unique network security group. These security groups are designed to only allow access to the ports and protocols required for the specific component type. For example, user applications running within an isolated dyno are denied access to the Heroku management infrastructure as each is within its own network security group and access is not allowed between the two.

Heroku Application Security

We undergo penetration tests, vulnerability assessments, and source code reviews to assess the security of our application, architecture, and implementation. Our third party security assessments cover all areas of our platform including testing for OWASP Top 10 web application vulnerabilities and customer application isolation. Heroku works closely with external security assessors to review the security of the Heroku platform and applications and apply best practices.

Issues found in Heroku applications are risk ranked, prioritized, assigned to the responsible team for remediation, and Heroku's security team reviews each remediation plan to ensure proper resolution.

Backups

Customer Applications

Applications deployed to the Heroku platform are automatically backed up as part of the deployment process on secure, access controlled, and redundant storage. We use these backups to deploy your application across our platform and to automatically bring your application back online in the event of an outage.

Customer Postgres Databases

Continuous Protection keeps data safe on Heroku Postgres. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state. We also provide you with the ability to backup your database to meet your own backup and data retention requirements.

For additional technical information see: <https://devcenter.heroku.com/articles/pgbackups>

Customer Configuration and Meta-information

Your configuration and meta-information is backed up every minute to the same high-durability, redundant infrastructure used to store your database information. These frequent backups allow capturing changes made to the running application configuration added after the initial deployment.

Heroku Platform

From our instance images to our databases, each component is backed up to secure, access-controlled, and redundant storage. Our platform allows for recovering databases to within seconds of the last known state, restoring system instances from standard templates, and deploying customer applications and data. In addition to standard backup practices, Heroku's infrastructure is designed to scale and be fault tolerant by automatically replacing failed instances and reducing the likelihood of needing to restore from backup.

Disaster Recovery

Customer Applications and Databases

Our platform automatically restores customer applications and Heroku Postgres databases in the case of an outage. The Heroku platform is designed to dynamically deploy applications within the Heroku cloud, monitor for failures, and recover failed platform components including customer applications and databases.

Heroku Platform

The Heroku platform is designed for stability, scaling, and inherently mitigates common issues that lead to outages while maintaining recovery capabilities. Our platform maintains redundancy to prevent single points of failure, is able to replace failed components, and utilizes multiple data centers designed for resiliency. In the case of an outage, the platform is deployed across multiple data centers using current system images and data is restored from backups. Heroku reviews platform issues to understand the root cause, impact to customers, and improve the platform and processes.

Customer Data Retention and Destruction

You have the freedom to define what data your applications store and the ability to purge data from your databases to comply with your data retention requirements. If you deprovision an application and the associated database, we maintain the database's storage volume for one week after which time its automatically destroyed rendering the data unrecoverable.

Decommissioning hardware is managed by our infrastructure provider using a process designed to prevent customer data exposure. AWS uses techniques outlined in DoD 5220.22-M ("National Industrial Security Program Operating Manual") or NIST 800-88 ("Guidelines for Media Sanitization") to destroy data.

For additional information see: <https://aws.amazon.com/security>

Privacy

Heroku has a published privacy policy that clearly defines what data is collected and how it is used. Heroku and salesforce.com are committed to customer privacy and transparency.

We takes steps to protect the privacy of our customers and protect data stored within the platform. Some of the protections inherent to Heroku's products include authentication, access controls, data transport encryption, HTTPS support for customer applications, and the ability for customers to encrypt stored data. For additional information see: <https://www.heroku.com/policy/privacy>

Access to Customer Data

Heroku staff does not access or interact with customer data or applications as part of normal operations. There may be cases where Heroku is requested to interact with customer data or applications at the request of the customer for support purposes or

where required by law. Customer data is access controlled and all access by Heroku staff is accompanied by customer approval or government mandate, reason for access, actions taken by staff, and support start and end time.

Employee Screening and Policies

As a condition of employment all Heroku and salesforce.com employees undergo pre-employment background checks and agree to company policies including security and acceptable use policies.

Security Staff

Our security team is lead by the Chief Information Security officer (CISO) and includes staff responsible for application and information security. The security team works closely with the entire Heroku organization and customers to address risk and continue Heroku's commitment to trust.

Customer Security Best Practices

Encrypt Data in Transit

Enable HTTPS for applications and SSL database connections to protect sensitive data transmitted to and from applications.

Encrypt Sensitive Data at Rest

Customers with sensitive data can encrypt stored files and data within databases to meet their data security requirements. Data encryption can be deployed using industry standard encryption and the best practices for your language or framework.

Secure Development Practices

Apply development best practices for your chosen development language and framework to mitigate known vulnerability types such as those on the OWASP Top 10 Web Application Security Risks.

Authentication

To prevent unauthorized account access use a strong passphrase for both your Heroku user account and SSH keys, store SSH keys securely to prevent disclosure, replace keys if lost or disclosed, and use Heroku's RBAC model to invite contributors rather than sharing user accounts.

Logging

Logging is critical for troubleshooting and investigating issues. We provide you with three main options for interacting with their system, application, and API logs. Customers can receive all 3 types of logs via syslog from the Heroku platform, choose to send logs to a Heroku add-on, or interact with logs in real-time through the Heroku client.

For additional technical information see: <https://www.heroku.com/how/observe>

Use of Third-Party Solutions

In developing your application on Heroku you may choose to use third party services for added functionality such as Amazon's S3, an email service provider, or any of our add-on partners. Be mindful of the data shared with these providers and their security practices just as you would be with Heroku.

PRODUCTS

Heroku Platform
Heroku Connect
Heroku Postgres
Heroku Redis
Kafka on Heroku
Heroku Enterprise
Heroku Teams
Elements Marketplace



Exhibit 3

Exemplar of PRA Request to be completed by the Public











Exhibit 3

(Exemplar of PRA Request form Users will have to complete)

REQUEST A PUBLIC RECORD

Documents, photos, emails, texts, videos, data and other records

 Everything in this request box will be displayed publicly if the agency makes your request public.


B       

Enter a description - include the record's title and date or date range if known.

Departments

Assign departments (optional)

YOUR INFORMATION

Who can see my personal information? 

Email

Name

Phone

Address

City

State

Zip

Company

MAKE REQUEST

* Indicates required field

Cancel



Exhibit 4

Customer of Oakland Contract Compliance Provisions

These Contract Compliance Provisions are Exhibit 4 to the March 28, 2017 NextRequest Service Agreement between the City of Oakland and NextRequest Co. and are incorporated into and subject to the terms of the Agreement.

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

EXHIBIT 4: City Schedules and Policies

PLEASE READ CAREFULLY: It is the prospective primary proposer's/bidder's/grantee's responsibility to review all listed City Schedules, Ordinances and Resolutions.

If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Proposals (RFP), Notice Inviting Bids (NIB), Request for Qualifications (RFQ) and Grant announcements.

By submitting a response to this RFP/Q, NIB, or Grant opportunities, to the City Of Oakland the prospective primary participant's authorized representative hereby certifies that your firm or not-for profit entity has reviewed all listed City Schedules, Ordinances and Resolutions and has responded appropriately.

Note: additional details are available on our website as follows:

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

1. Schedule B-2 - (Arizona Resolution) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City's website <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- ii. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments 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.
- iii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule B-2 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

2. Schedule C-1 - (Declaration of Compliance with the Americans with Disabilities Act) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.
 - (1) You certify that you will comply with the Americans with Disabilities Act

by:

- (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
 - (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
 - (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
 - (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
 - (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
 - (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

For Declaration of ADA compliance for facility and other special events agreements please reference C-2 on the above web site.

3. **Schedule D** – (Ownership, Ethnicity, and Gender Questionnaire) – **Applies to all agreements and is part of the “Combined Contract Schedules”**. *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule”¹ and must be submitted with proposal.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

¹ Stand Alone Schedule is not part of the “Combined Schedule”.

- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local participation policy.
 - iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
 - v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.
5. **Schedule E-2 (Oakland Workforce Verification Form) – *Not applicable*. Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.**
- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
 - ii. The Schedule E-2 form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>
6. **Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.**
- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
 - ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Contracts and Compliance with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).
7. **Schedule G – (Progress Payment Form) – Applies to all agreements and is a “stand alone**

Schedule”.

This Agreement is subject to the reporting of subcontractor progress payments on a monthly basis. The Schedule G form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

8. Schedule K – (Pending Dispute Disclosure Policy) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> *(see Combined Schedules)*
- ii. 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, contract amendments or transaction involving:
 - (1) 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.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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.

9. Schedule M – (Independent Contractor Questionnaire, Part A). – Applies to all agreements and is part of the “Combined Contract Schedules”.

Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

10. Schedule N - (LWO - Living Wage Ordinance) – Applies to Non-Construction agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website (https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAO_R.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

11. Schedule N-1 - (EBO - Equal Benefits Ordinance) – Applies to Non-Construction agreements over \$25,000 and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

12. Schedule O – (City of Oakland Campaign Contribution Limits Form) - Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.

- i. 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**.

- ii. The form is also available on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

13. Schedule P – (Nuclear Free Zone Disclosure) - Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This agreement is subject to the 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”. The full details of the Ordinance 11478 C.M.S. can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

14. Schedule Q - (Insurance Requirements) - Applies to all agreements and is a “stand alone Schedule”, and evidence of insurance must be provided.

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> Schedule Q.
- ii. A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.
- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.
- iv. When providing the insurance, the “Certificate Holder” should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

15. Schedule R – (Subcontractor, Supplier, Trucking Listing) – applies to Construction agreements only and is a “stand alone Schedule”.

- i. This Agreement is subject to the attached hereto and incorporated herein as

Schedule R form. The form can also be found on our website at

<http://www2.oaklandnet.com/>

[Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm](http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm).

- ii. For establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- iv. The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
- v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

16. Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action) - Applies to all agreements is part of the “Combined Contract Schedules”.

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at

<http://www2.oaklandnet.com/Government/o/>

[CityAdministration/d/CP/s/FormsSchedules/index.htm](http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm) (see Combined Schedules)



Exhibit 5

Customer of Oakland Schedules

These Customer Schedules are Exhibit 5 to the March 28, 2017 NextRequest Service Agreement between the Customer of Oakland and NextRequest Co. and are incorporated into and subject to the terms of the Agreement.

Schedule Q

INSURANCE REQUIREMENTS

(Revised 01/13/17)

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

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

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD**, appropriate to the contractor's profession with limits not less than \$_____ each claim and \$_____ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or Contractor is the provider of services to persons with Alzheimer's or Dementia, Contractor shall maintain sexual/abuse/molestation insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions

used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested

or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

j. Higher Limits of Insurance

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

City of Oakland
Department of Human Resources Management
Risk & Benefits Division

INSURANCE REQUIREMENTS MODIFICATION REQUEST

PROJECT MANAGER: Complete Items #1 through 8, then send/deliver completed form with all the attachments shown in Item #6 below to: DHRM-Risk & Benefits Division, 150 Frank Ogawa Plaza, Suite 2352, Oakland, CA 94612. Phone (510) 238-7165/Fax (510) 238-2275.

- 1 Name of Consultant: NextRequest
- 2 Project Name & Number: NextRequest Public Records Request Management System
- 3 Start & End Date of Contract: March 31, 2017 to March 31, 2021
- 4 Project Description: Provide a public records request system.

5 Reason for Insurance Modification Requested: (Complete all that apply)

Commercial General Liability:

- ☐ Waive Justification: _____
- ☐ Reduce to: \$ _____

Workers' Compensation:

- ☐ Waive Justification: _____

Automobile Liability:

- ☐ Waive Justification: _____
- ☐ Reduce to: \$ _____

Other:

- ☒ Waive Justification: Cyber Liability. Project has no exposure to Cyber attacks.
- ☐ Reduce to: \$ _____

6 Attachments Required:

- ☐ Schedule A - Scope of Services ☐ Schedule M - Independent Contractor's Questionnaire
- ☐ Schedule Q - Insurance Requirements ☐ Existing insurance documentation from Contractor
- ☒ Signed statement from Contractor on company letterhead verifying reason for waiver or reduction of each insurance requirement.

7 Other Comments: _____

8 <u>Mai-Ling Garcia</u>	<u>Online Engagement Manager CAO</u>	<u>2/22/2017</u>
Project Manager	Title/Department	Date of Request
<u>510-238-2105</u>	_____	<u>mgarcia@oaklandnet.com</u>
Phone	Fax	E-Mail

TO BE COMPLETED BY THE RISK/INSURANCE MANAGER:

9 Identify Risk to the City: _____

- ☒ Request Granted ☐ Request Denied

[Signature]
Authorizing Signature

3/29/2017
Date



To: The City of Oakland
From: Reed Duecy-Gibbs, COO, NextRequest
Date: March 28, 2017
Subject: Cyber insurance and public record request software

There are many instances where cyber insurance is a necessity, such as the use of applications that store financial and other sensitive and personally identifiable information in bulk. The use case for NextRequest is not one of those instances.

NextRequest is an application built specifically to manage *public* record requests as opposed requests for an individual's private records. For example, NextRequest does not handle requests for private health information or credit card information. As well, the City of Oakland intends to maintain its repository of documents responsive to record requests on a separate system. If sensitive records were inadvertently included in a public records request it would not be stored within the NextRequest system. This makes risk associated with a data breach of NextRequest incredibly low.

While the public records request process is an important function within any government agency, it would not be defined as mission critical, meaning the Agency would continue to operate if that process was interrupted. If an interruption does occur NextRequest uses multiple redundancies and backups of data, outlined in our System Security Plan, to ensure that any such interruptions will have minimal impact on our customers. This means relative risk associated with interruption of service due to a cyber threat are also low.

NextRequest works with many agencies throughout California, including the City of San Diego, Sacramento County, California Public Utilities Commission; and LA Metro among others. There is no material difference between Oakland's public records request process and the other California government agencies NextRequest works with. Cyber insurance is not a requirement in any of these contracts.

As such we ask that cyber insurance not be included as an additional insurance requirement for NextRequest's contract with the City of Oakland.

City of Oakland
Department of Human Resources Management
Risk & Benefits Division

INSURANCE REQUIREMENTS MODIFICATION REQUEST

PROJECT MANAGER: Complete Items #1 through 8, then send/deliver completed form with all the attachments shown in Item #6 below to: DHRM-Risk & Benefits Division, 150 Frank Ogawa Plaza, Suite 2352, Oakland, CA 94612. Phone (510) 238-7165/Fax (510) 238-2275.

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- 2 Project Name & Number: NextRequest Public Records Request Management System
- 3 Start & End Date of Contract: March 31, 2017 to March 31, 2021
- 4 Project Description: Provide a public records request system.

5 Reason for Insurance Modification Requested: (Complete all that apply)

Commercial General Liability:

- ☐ Waive Justification: _____
- ☐ Reduce to: \$ _____

Workers' Compensation:

- ☐ Waive Justification: _____

Automobile Liability:

- ☐ Waive Justification: _____
- ☐ Reduce to: \$ _____

Other:

- ☒ Waive Justification: Cyber Liability. Project has no exposure to Cyber attacks.
- ☐ Reduce to: \$ _____

6 Attachments Required:

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- ☐ Schedule Q - Insurance Requirements ☐ Existing insurance documentation from Contractor
- ☒ Signed statement from Contractor on company letterhead verifying reason for waiver or reduction of each insurance requirement.

7 Other Comments: _____

8 <u>Mai-Ling Garcia</u>	<u>Online Engagement Manager CAO</u>	<u>2/22/2017</u>
Project Manager	Title/Department	Date of Request
<u>510-238-2105</u>	<u></u>	<u>mgarcia@oaklandnet.com</u>
Phone	Fax	E-Mail

TO BE COMPLETED BY THE RISK/INSURANCE MANAGER:

9 Identify Risk to the City: _____

☒ Request Granted

☐ Request Denied

MB Bailey
Authorizing Signature

3/29/2017
Date



To: The City of Oakland

From: Reed Duecy-Gibbs, COO, NextRequest

Date: March 28, 2017

Subject: Cyber insurance and public record request software

There are many instances where cyber insurance is a necessity, such as the use of applications that store financial and other sensitive and personally identifiable information in bulk. The use case for NextRequest is not one of those instances.

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As such we ask that cyber insurance not be included as an additional insurance requirement for NextRequest's contract with the City of Oakland.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2017

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

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

PRODUCER The Cody Group Inc. 40 W 27th Street 5th Floor New York NY 10001	CONTACT NAME: Dominic Piccirillo	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED NextRequest Co 155 9TH ST San Francisco CA 94103 (267) 231-9615	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Company		20443
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: Cert ID 255

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6020843282	11/24/2016	11/24/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6020843282	11/24/2016	11/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
						\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as additional insures The City Of Oakland, its Council-members, directors, officers, employees, agents, and volunteers, as per signed written contract and/or agreement relevant to General Liability.

CERTIFICATE HOLDER

Mai-Ling Garcia Oakland City Administrator's Office Oakland CA 94612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CNA Connect

Endorsement Declaration

POLICY NUMBER B 6020843282	COVERAGE PROVIDED BY CONTINENTAL CASUALTY COMPANY 333 S. WABASH CHICAGO, IL. 60604	FROM - POLICY PERIOD - TO 11/24/2016 11/24/2017
	INSURED NAME AND ADDRESS NextRequest Co 155 9TH ST SAN FRANCISCO, CA 94103	
AGENCY NUMBER 081945	AGENCY NAME AND ADDRESS THE CODY GROUP INC 40 W 27TH ST 5TH FL NEW YORK, NY 10001 Phone Number: (212) 641-0429	
BRANCH NUMBER 030	BRANCH NAME AND ADDRESS NEW YORK CITY 125 BROAD STREET NEW YORK, NY 10004 Phone Number: () -	

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

This endorsement changes your policy. Please read it carefully.

The Named Insured is a Corporation.

The Endorsement Premium Is	\$18.00	ADDITIONAL
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Terrorism Risk Insurance Act Endorsement Premium	\$1.00	ADDITIONAL
--	--------	------------

Audit Period is Not Auditable



POLICY NUMBER
B 6020843282

INSURED NAME AND ADDRESS
NextRequest Co
155 9TH ST
SAN FRANCISCO, CA 94103

ADDITIONAL INTEREST SCHEDULE

LOCATION 1 **BUILDING** 1

The following has been added to your policy effective 01/12/2017

Type: Owners , Lessees or Contractors

Additional Interest Name and Address:

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

1 Frank Ogawa Plaza

OAKLAND

, CA 94612

POLICY NUMBER
B 6020843282

INSURED NAME AND ADDRESS
NextRequest Co
155 9TH ST
SAN FRANCISCO, CA 94103

FORMS AND ENDORSEMENTS SCHEDULE

The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

COMMON

The following forms have been added to your policy, effective 01/12/2017

FORM NUMBER		FORM TITLE
G56015B	11/1991	ENDORSEMENT EFFECTIVE 01/12/2017



Thomas F. Holman
Chairman of the Board

Countersignature

Jonathan Kantor
Secretary

POLICY NUMBER

B 6020843282

INSURED NAME AND ADDRESS

NextRequest Co

155 9TH ST

SAN FRANCISCO, CA 94103

POLICY CHANGES**ENDORSEMENT EFFECTIVE 01/12/2017**

This Change Endorsement changes the Policy. Please read it carefully.
This Change Endorsement is a part of your Policy and takes effect on the
effective date of your Policy, unless another effective date is shown.

Additional Insured is to read:

City of Oakland, its Councilmembers, directors, officers, agents, empl
oyees and volunteers as insureds



Thomas F. Motamed
Chairman of the Board

Jonathan Kantor
Secretary



333 S Wabash
Chicago, Illinois 60604

Policy Number	From Policy Period To	Coverage Is Provided By	Agency
B6020843282	11/24/16 11/24/17	Continental Casualty Company	081945030
Named Insured And Address		Agent	
NextRequest Co 155 9TH ST SAN FRANCISCO, CA 94103		THE CODY GROUP INC 40 W 27TH ST 5TH FL NEW YORK, NY 10001	

** REVISED PAYMENT PLAN SCHEDULE **

THE BILLING FOR THIS POLICY WILL BE
FORWARDED TO YOU DIRECTLY FROM CNA.

THE PREMIUM AMOUNT FOR THIS TRANSACTION
IS \$18.00 .

THIS PREMIUM WILL BE INVOICED BY CNA ON
A SEPARATE STATEMENT ACCORDING TO THE
PAYMENT OPTION YOU SELECT.

ISSUE DATE 01/12/17



30020008260208432823274



END OF COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION - WITH PRODUCTS COMPLETED
OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

City of Oakland, its Councilmembers, Directors, Officers, Agents, Employees and Volunteers
1 Frank Ogawa Plaza
Oakland, CA 94612

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. The following is added to Paragraph C. Who Is An Insured:

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury," caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s); at the location(s) designated above; or

- c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

B. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

1. The rendering of, or the failure to render any professional architectural, engineering, or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

2. "Bodily Injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

C. The following is added to Paragraph H. of the Businessowners Common Policy Conditions:

H. Other Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.



CERTIFICATE OF LIABILITY INSURANCE

PCA
R002DATE (MM/DD/YYYY)
1/23/2017

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

PRODUCER NUTMEG INSURANCE AGENCY INC/PHS 508229 P: F: PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED NEXTREQUEST CO 155 9TH ST SAN FRANCISCO CA 94103	NAIC#	
	INSURER A: HARTFORD ACCIDENT AND INDEMNITY 22357	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****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 BYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
							\$
	DED: RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	X	46 WBG AP1337	04/21/2016	04/21/2017
	E.L. EACH ACCIDENT						\$1,000,000
	E.L. DISEASE - EA EMPLOYEE						\$1,000,000
	E.L. DISEASE - POLICY LIMIT					\$1,000,000	

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

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per the Waiver of Our Right to Recover from Others Endorsement WC040306, attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**

MAI-LING GARCIA
CITY OF OAKLAND,
CITY OF ADMINISTRATORS OFFICE
1 FRANK H OGAWA PLZ
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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 46 WBG AP1337

Endorsement Number:

Effective Date: Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: NEXTREQUEST CO

155 9TH ST
SAN FRANCISCO CA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

CITY OF OAKLAND
1 FRANK H OGAWA PLZ
OAKLAND, CA 94612

Countersigned by _____
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2017

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PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
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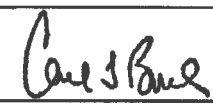
INSURED NextRequest Co 421 Bryant St San Francisco CA 94107	REVISION NUMBER:
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y	Y	UDC-1569705-EO-16	04/17/2016	04/17/2017	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER Mai-Ling Garcia City Administrators Office 1 Frank H Ogawa Plaza Oakland, CA 94612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Combined Contract Schedules



Business Name NextRequest Co. Phone (844) 767-8263 Email: info@nextrequest.com

Address 155 9th Street City San Francisco State CA Zip 94103 Federal ID # 47-2821612

City of Oakland Business License Number 28061867 Completed by: Reed Duecy-Gibbs Phone if different 206-388-7484

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 _____ ☒ Corporation, State of Incorporation Delaware

☐ Partnership, General or Limited _____ Names of Partners _____

☐ Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed in this information

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

Part II - Certifications DBE, MBE, SLBE, L/SLBE etc.: Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available.

Part III - Ethnicity and Gender of Employees:

Employment Category	Total Employees	Oakland Residents	Male							Female				
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other
Project Management														
Professional														
Technical														
Clerical														
Trades														

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 200 ? If yes, please indicate which years.		X
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. _____ we have outlined direction in the contract scope of services and have met to discuss this a number of times.	X	

3.	Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. <u>we are providing cloud hosted software as a service. We may provide in person trainings at the City.</u>	Yes	No
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>The contract specifies a number of guaranteed support hours as well as trainings. see contract</u>	X	
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>We have 99.9% uptime guarantees for the software and also have support hours from 8am - 6pm</u>	X	
6.	Please provide the date on which you expect to complete your services under the contract (dd/mm/yy). <u>This will be an ongoing contract</u>		
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>We host the software on our own cloud hosted servers.</u>	X	
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? <u>This hosting is included in the software subscription</u>		X
9.	Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>un-reimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		X
10.	Do you have federal and state employer identification numbers? If so, please provide these numbers. <u>EIN 47-2821612</u>	X	
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>We have a number of clients. Our California clients include Vallejo, Antioch, and San Diego</u>	X	
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>We provide the same software-as-a-service subscription to many customers throughout the U.S.</u>	X	
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.		X
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.) <u>Yes, we have 8 employees</u>	X	
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. <u>N/A not a sole proprietor</u>	N/A	
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>155 9th Street, San Francisco, CA 94103</u>	X	
17.	With regard to the following, please indicate whether you have:		
	a. an existing business letterhead? (please attach)	X	
	b. an existing business phone number other than your home number? (please indicate # along with area code) (844) 767-8263	X	
	c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		X
	d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.	X	
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?	X	
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.		X

17.d Google Adwords: FOIA Software for Governments

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.	Yes	No
		X

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.

Date _____ City Attorney/Assistant City Attorney/Deputy City Attorney _____

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)	8
(2) How many of your permanent employees are paid above the Living Wage rate?	8
(3) How many of your permanent employees are paid below the Living Wage rate?	0
(4) Number of compensated days off per employee? (Refer to item "a" above)	15
(5) Number of trainees in your company?	0
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	0

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

Section A. Contractor Information

- (1) Are you an EBO 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. 8 Yes ☒ No (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) _____

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	X				
Dental	X				
Vision	X				
Retirement (Pension, 401K, etc)					
Bereavement					
Family Leave					
Parental Leave					
Employee Assistance Program					
Relocation & Travel					
Company Discount, Facilities & Events					
Credit Union					
Child Care					
Other					

- (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 trucking dollars to certified Oakland Local Truckers. If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

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 Y – (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: 

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: 

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 Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial:** 

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: Reed Duecy-Gibbs

Title: COO

Signature:

Date: January, 10, 2017

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/CivAdministration/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/CivAdministration/d/CP/s/FormsSchedules/index.htm>

PROJECT CONSULTANT TEAM LISTING

Chris Appleton
Prod. 4405205

1/10/17
Date



Company Name: **NextRequest Co.**

Signed:

Reddy

[illegible]

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only

* (AA=Asian American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** (M = Male) (F = Female)



City of Oakland

Equal Benefits Ordinance

Certificate of Compliance

is hereby awarded to

NextRequest Company

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

Shelley Darenburg
Shelley Darenburg
Senior Contract Compliance Officer

03-01-17
Date



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

To be completed by City Representative prior to distribution to Contractor

City Representative Mary Garcia Phone x2105 Project Spec No. _____

Department CAO Contract/Proposal Name Public record process

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

Contractor Name NextRequest Co. Phone (844) 767-8263

Street Address 155 9th St City San Francisco, State CA Zip 94103

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

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

Individual or Business Name N/A Phone _____

Street Address _____ City _____, State _____ Zip _____

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

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

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

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

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

Reed Duecy-Gibbs
Signature

1 / 10 / 17
Date

Reed Duecy-Gibbs

Print Name of Signer

COO

Position

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

Date Received by City: 3 / 31 / 17 By J. Chan

Date Entered on Contractor Database: ____ / ____ / ____ By _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. NextRequest Co.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 155 9th St.	Requester's name and address (optional)
	6 City, state, and ZIP code San Francisco, CA 94103	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	7	-	2	8	2	1	6	1 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 13 January 2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNABLE FROM BOTH SIDES

CITY OF OAKLAND BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER

00189916

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

NEXT REQUEST CO (DBA NEXTREQUEST)

BUSINESS LOCATION 155 9TH ST
SAN FRANCISCO, CA 94103-2620

EXPIRATION DATE
12/31/2017

BUSINESS TYPE E Computer Services



NAME
MAILING ADDRESS

NEXT REQUEST CO (DBA NEXTREQUEST)
155 9TH ST
SAN FRANCISCO, CA 94103-2620

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT