



CITY OF OAKLAND

**Sabrina Landreth,
City Administrator**

REQUEST FOR PROPOSALS

(RFP)

For

Oakland Police Body-Worn Camera System

Information Technology Department

150 Frank H. Ogawa Plaza, Suite 7335, Oakland, CA 94612

July 29, 2016



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1 INTRODUCTION

1.1 SUMMARY OF KEY INFORMATION

<p>Overview of the Opportunity:</p>	<p>The Oakland Police Department (“OPD”) is a pioneer in the use of the body-worn camera (“BWC”) in the field of law enforcement. OPD first deployed BWCs in 2010 to reinforce OPD’s commitment to transparency, ensure the accountability of its members and increase the public’s trust in officers. Since that time, BWCs have become an integral and standard part of OPD field operations.</p> <p>The Department currently has 775 BWCs deployed to support its 774 sworn officers and the resulting video is managed by a proprietary, on-premises video management system with over 220 terabytes of stored video and another 7-8 terabytes of Standard Definition (SD) video being added monthly. This Request for Proposal (RFP) is being issued by the City of Oakland for products and services to replace its current body-worn cameras, related video storage and hardware system and integrated backend video management software system (“VMS”) that can be easily integrated with other mission-critical systems inside the Department. The proposed integrated backend hardware/software solution could be an onsite solution, a cloud based solution or a hybrid of the two.</p> <p>The City of Oakland Information Technology Department (ITD), working closely with OPD, will be the overseer of this project. <i>Funding is being actively pursued for this project.</i></p>
<p>Release of RFP</p>	<p>Friday, July 29, 2016</p>
<p>Voluntary Pre-bid Meeting</p>	<p>Thursday, August 11, 2016 at 10:00 AM (Pacific) City Hall, Hearing Room 2, 1 Frank H. Ogawa Plaza, 1st Floor, Oakland, CA</p>
<p>Deadline for Questions</p>	<p>Friday, August 19, 2016 by 5:00 PM (Pacific) by email to the Project Manager, Ahsan Baig at abaig@oaklandnet.com</p>
<p>Question Response:</p>	<p>City will respond to all questions on or before Monday September 5, 2016</p>
<p>RFP Due Date & Time:</p>	<p>Friday, September 30, 2016. Proposals must be received and time stamped by Contracts and Compliance Staff No Later Than – <u>2:00pm (Pacific)</u> on this date.</p>
<p>Deliver To:</p>	<p>Office of the City Administrator, Contracts and Compliance Division 250 Frank Ogawa Plaza, 3rd Floor, Suite 3341 Oakland, CA 94612 Phone: (510) 238-3190</p>
<p>Contracts Contact:</p>	<p>Paula Peav at ppeav@oaklandnet.com or (510) 238-3190</p>

1.2 DEFINITION OF TERMS

The following terms are used throughout this RFP:

- “City” or “Oakland” are used interchangeably to mean the City of Oakland
- “OPD” means the Oakland Police Department
- “ITD” means the Information Technology Department
- “Respondent” and “Contractor” are used to refer to the organization submitting a proposal responding to this RFP (“Respondent”) and to the organization that is awarded the contract (“Contractor”). Depending on the context, these terms may be used interchangeably.
- “BWC” means body-worn camera
- “VMS” means video management system

1.3 GENERAL INFORMATION

The Respondent shall be required to comply with all applicable City Contracts Compliance and City Schedule programs and policies all of which will be appended to and incorporated into the contract with the selected Respondent. Details are presented in the project documents and will be discussed at the pre-proposal meeting (i.e., ♦ Equal Benefits ♦ Campaign Contribution ♦ Post-project Respondent Evaluation ♦ Prompt Payment ♦ Arizona Boycott ♦ 50% L/SLBE (not required) and ♦ Dispute Disclosure. In addition, descriptions and policies are available online at (<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>)

Respondents that wish to participate in the RFP process are required to register in iSupplier in order to receive payments or notification of contracting opportunities. Without proper registration, your firm may not receive notification from iSupplier regarding contracting opportunities. We recommend updating your firm’s primary email contact regularly and confirming that the “Products and Services” section of your profile is correctly filled out. If you have any questions, please email isupplier@oaklandnet.com. For further information and detailed iSupplier registration instructions, please visit the following link <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/dowd021639.pdf>.

Free copies of the RFP documents and Addenda are available in iSupplier. Hard copies will NOT be available for purchase from the City. Consult the City website for the Plan Holder list.

1. iSupplier Registration/Login:

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

registrants can email isupplier@oaklandnet.com for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier

2. **iSupplier Plan Holders List:**

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

Contact Information: The following members of City staff are available to answer questions regarding this RFP.

- Project Manager: Ahsan Baig at abaig@oaklandnet.com or (510) 238-3010
- Contract Administration: Paula Peav at ppeav@oaklandnet.com or (510) 238-3190
- Contract Compliance Officer: Dasco Munoz at dmunoz@oaklandnet.com or (510) 238-7643

1.4 COMMUNICATIONS

Effective August 1, 2016, the City of Oakland instituted a communication restriction regarding all aspects of this RFP. Other than for purely contract issues, all inquiries and conversations regarding this RFP must be directed solely to the designated Process Coordinator, Ahsan Baig, IT Manager, at abaig@oaklandnet.com. Contract issues may be addressed to the Contract Administration and Contract Compliance Officer listed above. This restriction remains in force until further written notice from the City of Oakland.

Other than for purely contract issues, all prospective respondents must communicate with the City **only** through this designated Process Coordinator. Prospective respondents shall not communicate with City staff, City agents, and elected officials and instead will refer any inquiries to the designated Process Coordinator. Failure to abide by this communication restriction may disqualify the prospective respondent from being considered for this RFP.

2 SCOPE OF SERVICES

The City intends to hire a Contractor to provide and implement a complete, integrated body-worn camera (BWC) and video management system (VMS) solution that meets the requirements set forth in this RFP – requirements developed jointly by the City’s Police Department and Information Technology Department. The Respondent shall provide:

- Body-Worn Cameras
- Video Management Software (VMS) System
- Onsite, cloud-based or hybrid integrated backend storage hardware/software solution
- Software Development Kit OR a published Application Program Interfaces (API) into the VMS suitable for use by other authorized developers/vendors wishing to integrate information and video from the VMS into other applications
- Configuration & implementation services for all the elements of Respondent’s solution
- Training services
- Ongoing maintenance and support services

3 PROPOSAL

3.1 GENERAL INFORMATION

3.1.1 CITY OF OAKLAND TAX CERTIFICATE

The successful Bidder selected for these product and services shall obtain or provide proof of having a current City of Oakland Business Tax Certificate.

3.1.2 CITY RESERVATION OF RIGHTS

The City reserves the right to reject any and all bids.

The City reserves the right to award the contract for this RFP to one or more contractors, or split up the contract and award some or all of its parts to one or more contractors, or withhold parts of the contract and not award them at all.

The City reserves the right to amend, modify and change the RFP and the terms and conditions of the contract at any time before the award of the contract(s) by the City Council.

The City reserves the right to reject a Respondent's RFP response based upon objections taken to the City Ordinances, Contracts & Compliance provisions and terms and conditions of the City's Professional Services Agreement.

The City reserves the right to modify, add to or reduce Contracts & Compliance provisions and terms and condition of the Professional Services Agreement based upon vendor responses.

The City reserves the right to not be bound by vendor objections, exceptions, etc., to the City's Ordinances, Contracts & Compliance provisions or Professional Services Agreement terms and conditions.

The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all Respondent teams and to waive any defects as to form or content of the RFP or any responses by any Respondent teams.

3.1.3 RFP AND RFP RESPONSES

All responses to the RFP become the property of the City.

The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.

3.1.4 THE CITY'S LOCAL AND SMALL BUSINESS ENTERPRISE PROGRAM

- a) The City's has waived its normal 50% Local and Small Local Business Enterprise Program (L/SLBE) requirements for this RFP, but Respondents are still strongly encouraged to utilize certified local or small local firms as subcontractors.
- b) A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- c) In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.
- d) Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
- e) Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically, 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- f) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime contractor must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub contractor and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a copy of the final progress payment application.
- g) Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- h) Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Contractor Team, attached and incorporated herein and made a part of this RFP Response.
- i) All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are

required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.

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

3.1.5 THE CITY'S LIVING WAGE ORDINANCE

Agreements entered into pursuant to this RFP are subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made part of this RFP, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to any Agreements entered into pursuant to this RFP:

- l) Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$12.93 with health benefits or \$14.86 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contractor shall pay adjusted wage rates.
- m) Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.93 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- n) Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that

accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- o) Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <http://www.irs.gov> and <http://www.irs.gov/individuals/article/0,,id=96466,00.html>
- p) Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- q) Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under any Agreements entered into pursuant to this RFP.
- r) Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- s) Contractor shall require subcontractors that provide services under or related to any Agreements entered into pursuant to this RFP to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

3.1.6 EQUAL BENEFITS ORDINANCE

Agreements entered into pursuant to the RFP are subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Contractors (contractors)

between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

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

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

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

http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE

3.1.7 PROMPT PAYMENT ORDINANCE

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

Agreements entered into pursuant to this RFP are subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply, Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

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

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

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

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

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

3.1.8 NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES

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

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

Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- c) Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d) If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- f) The Project Contractor Team attached and incorporated herein and made a part of this RFP, Exit Report and Affidavit, attached and incorporated herein and made a part of this RFP.
- g) All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- h) The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- i) In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j) In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

3.1.9 ARIZONA AND ARIZONA-BASED BUSINESSES

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

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

3.1.10 PENDING DISPUTE DISCLOSURE POLICY

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

3.1.11 CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

Agreements entered into pursuant to this RFP are 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 from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If any Agreements entered into pursuant to this RFP require Council approval, Contractor must sign and date an Acknowledgement of Campaign Contribution Limits.

3.1.12 NUCLEAR FREE ZONE DISCLOSURE

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

3.1.13 SAMPLE PROFESSIONAL SERVICES AGREEMENT

Any contract awarded pursuant to this RFP will be subject to the attached Sample Professional Service Agreement.

3.1.14 INSURANCE REQUIREMENTS

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

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

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

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (Schedule Q). A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

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

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

3.1.15 CITY CONTRACTOR PERFORMANCE EVALUATION

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

3.1.16 VIOLATION OF FEDERAL, STATE, CITY/AGENCY LAWS, PROGRAMS OR POLICIES

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

3.1.17 CONTRACTOR'S QUALIFICATIONS

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under any Agreements entered into pursuant to this RFP in a competent and professional manner without the advice or direction of the City. Contractor's services will be

performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the Contractor's employees or sub-Contractors are properly licensed, registered and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to any Agreements entered into pursuant to this RFP shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of any Agreements entered into pursuant to this RFP. Failure to perform all of the services required under any Agreements entered into pursuant to this RFP will constitute a material breach of the Agreements and may be cause for termination of the Agreements. Contractor has complete and sole discretion for the manner in which the work under any Agreements entered into pursuant to this RFP is performed. Prior to execution of this any agreements entered into pursuant to this RFP, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto.

3.1.18 STAFF AVAILABLE FOR QUESTIONS

The following members of City staff are available to answer questions:

- Project Manager: Ahsan Baig at abaig@oaklandnet.com or (510) 238-3010
- Contract Admin: Paula Peav at ppeav@oaklandnet.com or (510) 238-3190
- Contract Compliance Officer: Dasco Munoz at dmunoz@oaklandnet.com or (510) 238-7643

3.1.19 PROPOSAL EVALUATION

The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.

3.1.20 SERVICE PROVIDER

The City may require a service provider to participate in negotiations and submit any technical information or other revisions to the service provider's qualifications as may result from negotiations.

3.1.21 FAIR POLITICAL PRACTICES ACT

The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-Contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making

of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQ's, feasibility studies, master plans or preliminary discussions or negotiations.

3.2 SUBMITTAL REQUIREMENTS

Submit ten (10) hardcopy copies of proposal and one electronic/softcopy version. **The proposals are due at the Department of Contracts and Compliance, Office of the City Administrator, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612 time stamped by no later than 2:00 P.M. (PST) on Friday, September 30, 2016.**

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

3.3 REQUIRED PROPOSAL ELEMENTS AND FORMAT

3.3.1 TRANSMITTAL LETTER

- Addressed to Sabrina Landreth, City Administrator, Office of the City Administrator, City Hall, 1 Frank Ogawa Plaza, 3rd Floor, Oakland, California, 94612. (Please do not submit proposals to this address, just transmittal letter).
- Signed by an officer of the responding company. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

3.3.2 EXECUTIVE SUMMARY

- Provide a summary of your proposal including the company qualifications & experience, proposed solution elements, implementation approach, support & maintenance offering, overall product & technology vision, main competitive differentiators and a description of how your proposal aligns with the City's objectives. The Executive Summary shall not exceed five (5) pages in length.

3.3.3 COMPANY PROFILE

Prime Contractor

- Provide an overview of the firm acting as the prime contractor. Please include the following required information elements plus whatever additional information your company thinks would be helpful to the City's decision-making process:

- Incorporated name
- Headquarters location
- Corporate history
- Executive leadership (including reporting relationship to the proposed project manager)
- Annual revenue and profit (3 years)
- General description of products and services provided
- List of previous projects with the City of Oakland
- List of previous projects in the State of California

Sub-Contractor(s)

- Sub-Contractors (if used): list addresses, telephone numbers and areas of expertise of each. Briefly describe project responsibility of each team member. Identify which contractors are MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprises (SLBE). Additionally, for LBE’s/SLBE’s submit a copy of current business license and date established in Oakland.

3.3.4 COMPANY QUALIFICATIONS

Summarize your company’s qualifications as they pertain to the requirements set out in this RFP. As part of your summary, the City requires that you are able to provide lists of past projects meeting each of the following criteria:

- Bidder must have designed, developed and implemented a minimum of three (3) BWC implementations or similar technology using an integrated VMS and storage subsystem of the type proposed within the past three (3) years in a configuration similar to Oakland’s current system – measured by number of BWCs and total amount of overall video and annual run-rate for newly recorded video.
- Bidder must have managed at least three (3) BWC or similar technology projects for a city, county or state government agency with a services budget in excess of \$1,000,000 within the past three (3) years.
- Bidder must have at least two (2) years of experience maintaining and supporting a product suite of similar size and complexity to the existing and proposed systems described in this RFP for a municipal public safety organization of similar size and complexity to Oakland.

3.3.5 DETAILED RESPONSE TO FUNCTIONAL REQUIREMENTS AND REQUESTED SPECIFICATIONS

Accompanying this RFP is a spreadsheet corresponding to the various detailed functional requirements and requested specifications in the RFP (i.e., the matrices in the sections on Body Worn Camera Solution Functional Requirements and Specifications, Video Management System (VMS) Functional Requirements and Specifications, Video & Audio Storage Component, etc.) Use this spreadsheet to provide your company's response to these functional requirements and requested specifications. Should you need to respond to a particular line item with something more than a number and/or a brief description, use the following individual sections to offer an expanded response to the City's functional requirements and requested specifications – just indicate the designation of the requirement prior to your extended response (e.g., 8.5.a).

3.3.6 BODY-WORN CAMERA SOLUTION COMPONENT

Provide a summary description of the body-worn camera component of your proposed overall solution. As noted above in section 3.3.5, you should also use this section for any extended responses that won't easily fit into the functional requirements and requested specification spreadsheet. The City also encourages all Respondents to describe any important features or elements of their solution that were not covered in the requirements/specification matrix. Finally, if not already asked for in the requirements/specification matrix, please make sure to include a description in this section of the unique value proposition/competitive differentiation for the body-worn camera component of your proposed solution.

3.3.7 VIDEO MANAGEMENT SYSTEM SOLUTION COMPONENT

Provide a summary description of the video management system component of your proposed overall solution. As noted above in section 3.3.5, you should also use this section for any extended responses that won't easily fit into the functional requirements and requested specification spreadsheet. The City also encourages all Respondents to describe any important features or elements of their solution that were not covered in the requirements/specification matrix. Finally, if not already asked for in the requirements/specification matrix, please make sure to include a description in this section of the unique value proposition/competitive differentiation for the video management system component of your proposed solution.

3.3.8 VIDEO & AUDIO STORAGE SOLUTION COMPONENT

Provide a summary description of the video & audio storage component of your proposed overall solution. As noted above in section 3.3.5, you should also use this section for any extended responses that won't easily fit into the functional requirements and requested specification spreadsheet.

It should be noted that while the City's *current* BWC video and audio storage is on-premises, the City is open to another approach – be it cloud-based, hybrid or just a new on-prem solution.

Regardless of the solution proposed, Respondents should include in this section a description of *why* they are proposing the type of technology/platform they are and what its benefits are. In the context of this discussion, please note that there are several VMS requirements for automatically post-processing video to do things like redaction and audio transcription. If the Respondent’s method for complying with those requirements means the video needs to be in a certain environment (e.g., in the cloud), they should state that here.

It should also be noted that the City already has storage facilities in the Microsoft Azure Government cloud and the Amazon Web Services GovCloud, so if Respondent’s proposed storage solution is based on a cloud-based or hybrid platform, they are encouraged to describe the added value their proposed solution has over simply using the City’s existing cloud-based storage. Conversely, if the Respondent is open to using the City’s existing cloud storage as the backend for their VMS solution, the City would be open to this configuration – the Respondent just needs to specify this in their proposal and describe any benefits or drawbacks of this approach.

As mentioned in the other solution component sections above, the City also encourages all Respondents to describe any important features or elements of their solution that were not covered in the requirements/specification matrix. Finally, if not already asked for in the requirements/specification matrix, please make sure to include a description in this section of the unique value proposition/competitive differentiation for the storage component of your proposed solution.

3.3.9 RESPONSE & APPROACH TO CITY’S TECHNOLOGY REQUIREMENTS

Provide a summary description of how your proposed overall solution complies with the City’s Technology requirements. As noted above in section 3.3.5, you should also use this section for any extended responses that won’t easily fit into the functional requirements and requested specification spreadsheet. The City also encourages all Respondents to describe any important features or elements of their solution that were not covered in the requirements/specification matrix. Finally, if not already asked for in the requirements/specification matrix, please make sure to include a description in this section of the unique value proposition/competitive differentiation for items in your proposed solution that are relevant to the technology requirements (if any).

3.3.10 PROPOSED WARRANTY, MAINTENANCE & SUPPORT SERVICES

Provide a summary description the support and maintenance elements of your proposed overall solution. Make sure you describe any proposed warranties (based and extended, if offered) for the various elements of your solution. Describe how your proposed overall solution complies with the City’s warranty, maintenance and support services requirements. As noted above in section 3.3.5, you should also use this section for any extended responses that won’t easily fit into the functional requirements/requested specification spreadsheet. The City also encourages all Respondents to describe any important features or elements of their solution that were not

covered in the requirements/specification matrix. Finally, if not already asked for in the requirements/specification matrix, please make sure to include a description in this section of the unique value proposition/competitive differentiation the warranty, maintenance and support services component of your proposed solution.

3.3.11 PROJECT APPROACH AND ORGANIZATION

- Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements and how you plan to address them.
- Identify your project management methodology and processes including your stakeholder management and communication management approaches.
- Describe what you consider the critical elements of keeping a project on-schedule and on-budget and your processes for getting projects back on track, if needed
- List the key underlying technologies supporting your solution – both in terms of system-level technologies (e.g., camera technology, database technology), critical tools needed to implement and manage the project and any 3rd-party products you are proposing to incorporate in your response to this proposal
- Describe how you intend to interact with City public safety staff, ITD staff and with other City stakeholders, including, as needed, members of the community.

3.3.12 PROJECT TEAM

- The Proposal must include the proposed key resources, using the table provided below (or a similar representation of the same information). It is anticipated that the vendor team resources will be the same throughout the project and where resources must be changed, a succession plan will be developed by the Vendor, for a resource that is equally or better qualified than the one being replaced.
- Provide the resource names and the percentage of Full Time Equivalent (FTE) for the duration of the project. Note, FTE cannot exceed 100%.

Key Resources	Proposed Resource Name	FTE %
Project Manager *		
Trainer		
Software Engineer*		

The proposal must include a resume for each key resource. Resumes should be provided in a table format and should not exceed 3 pages per resume. Tables should contain the following:

Resource Name	
Resource Role	Please provide details of the resources role on the project team.
Areas of Knowledge	Please provide details of the skills and abilities the individual has that are relevant to this project.
Resource Capability and Experience	Please provide details of projects, roles and experience that are relevant to this project.
Resource's Degrees, Diplomas or Professional Designations Held or Earned	Please provide details of the degree, diploma, certificate or designation, issuing organization and the date conferred or awarded.

Provide a detailed resume of the proposed principal-in-charge, lead person and the project manager(s). The Project Manager(s) shall be a full-time employee of the prime contractor. Clearly identify experience.

Sub-Contractors: If the Respondent proposes to use sub-contractors to satisfy certain requirements of this RFP, they must provide a detailed resume of each sub-contractor's project manager, who shall be a full-time employee of each sub-contractor for this project. The provided resumes must clearly identify the project manager's relevant experience.

3.3.13 BILLING RATES

In the event that additional work is required at a future date that would be *in addition* to the fixed price work being quoted here, please provide a complete list of all staff hourly rates that would be charged to the City of Oakland. Please break down the list by category (e.g., Principal, Project Manager, Engineer/Programmer, Trainer, Quality Assurance Technician, Clerical, Business Analyst, etc.)

3.3.14 PROPOSED PRICING

The Respondent's proposed pricing must be included in the proposal in the manner described in Section 13, Pricing.

3.3.15 SUBMITTALS ARE VALIDATED USING THE FOLLOWING RFP CHECKLIST.

Schedules (required with submission)

- Schedule E - Project Consultant Team
- Schedule O - Campaign Contribution Limits

3.3.16 ADDENDA

Proposal and Acknowledgment of all Addenda – if issued please provide signed addenda and submit with proposal.

3.4 PUBLIC RECORDS ACT OR SUNSHINE ORDINANCE

Any information or documents submitted to the City by Respondent are subject to public disclosure laws and by responding to this RFP the Respondent acknowledges that the City 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, unless such requests are covered by an exemption under the Public Records Act and/or based on a protective order issued by the court.

3.5 REJECTION OF PROPOSAL ELEMENTS

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

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

3.6 EVALUATION OF RESPONDENTS

The evaluation of respondents to this RFP will be conducted by a City of Oakland Evaluation Committee consisting of members of the Police Department and Information Technology Department. The Evaluation Committee will evaluate Respondents based on the Committee’s assessment of the following factors:

- The respondent’s ability to provide a commercial off-the-shelf (COTS) integrated BWC, VMS, Storage and Support solution that will provide a robust, scalable, supportable system that is capable of meeting the current needs of the City while also appearing likely to be able to keep pace with evolving industry and technology trends that will inform the City’s future needs. Compliance with the Technical and Functional

Requirements of the RFP and assessments resulting from the product demonstrations will be critical in assessing this factor. NOTE: While compliance with the Technical and Functional Requirements of this RFP are a critical component in assessing this factor, respondents are encouraged to mention in their RFP responses and, if they are finalists, in their presentations, any major items, features, technologies or approaches that, in their view, significantly exceed or otherwise substantially improve on the Technical and Functional Requirements herein.

- The respondent's capability and track record of providing high-quality BWC solutions and high quality, well-managed, on-time and on-budget implementation and training services for the systems they install. This factor will be assessed, in part, on the quality of the proposed approach and implementation team and by information gathered in reference checks with other respondent clients (past or current). RFP finalists will also be given the opportunity to expand on this general topic during the product demonstrations and in their RFP response.
- The respondent's capability and track record of providing after-installation support and maintenance for their systems and the City's assessment of their ability to continue to do so well into the future. This factor will be assessed, in part, on reference checks and on an evaluation of the respondent's financial wellbeing. It will also include an assessment of the likelihood of the respondent continuing into the future as a going, vibrant, independent concern capable of continuing to support and enhance their products while also introducing innovation to address new technology and industry trends.

With that as a general framework, the overall, high-level scoring allocation will be as follows:

- 30% Proposed Solution as Reflected in Proposal Content
- 25% Proposed Solution as Reflected in Presentation & Product Demonstration
- 25% Assessment of Respondent's
 - Relevant Experience & Track Record
 - Customer References
 - Product & Technology Vision
 - Ability to Implement Solution
 - Open Architecture/Ability to Interface Solution with Outside Systems,
 - Assessed Ability to Support & Enhance Solution Well into the Future
- 20% Price
- 100% Total

3.6.1 EVALUATION STAGE 1: PROPOSAL EVALUATION

Proposal will be evaluated on a combination of mandatory and non-mandatory criteria. The following are mandatory criteria. Proposals must clearly demonstrate that they meet these criteria or they will not receive further consideration.

Mandatory Criteria	
1.	The proposal must be received at the Closing Location before the specified Closing Date and Time using the delivery method identified in the Summary of Key Information.
2.	The Proposal must be in English.
3.	The Proposal must include a Transmittal Letter
4.	Completed Schedule E: Project Consultant Team
5.	Completed Schedule O: Campaign Contribution Limits

Proposals meeting the Mandatory Criteria will be further assessed against the following additional proposal content criteria.

- 30% Proposed Solution as Reflected in Proposal Content
- 25% Proposed Solution as Reflected in Presentation & Product Demonstration
- 25% Assessment of Respondent’s
 - Relevant Experience & Track Record
 - Customer References
 - Product & Technology Vision
 - Ability to Implement Solution
 - Open Architecture/Ability to Interface Solution with Outside Systems,
 - Assessed Ability to Support & Enhance Solution Well into the Future
- 20% Price

3.6.2 EVALUATION STAGE 2: REFERENCE CHECKS

Shortlisted Respondents, once informed of their status, must provide references from 5 projects the respondent’s organization has completed that are roughly similar in product mix proposed and size and complexity of public safety agency compared to Oakland. Using the table format provided below, please provide one Police Department contact and one IT contact for each reference. Note that the City of Oakland reserves the right, at its discretion, to also contact respondent clients/users NOT mentioned here for additional reference checks.

Project/Customer Name		
Dates of Project		
Total Project Budget		
Identify any personnel proposed for the Oakland IPSS2 Project who were assigned to the reference project and their roles		
Description of services provided & relevance to Oakland(300 words max)		
Client Contact Name:	Department	Phone & E-mail
	Police	
	IT	

3.6.3 EVALUATION STAGE 3: DEMONSTRATIONS FROM SHORT-LISTED FIRMS

As part of the City’s RFP evaluation process the City will select a small number of respondents from among those with the highest-ranking evaluation scores to give a formal presentation and participate in a benchmark test of their proposed system. The City will notify all respondents of the Selection Committee’s final recommendation once made.

The purpose of the presentation and functional benchmark is to validate functionality and give respondents an opportunity to formally present their products and company. Respondents will receive materials needed to prepare for the presentation and functional benchmark when notified of their status as finalists.

Within 10 business days of being notified that Respondent has been selected as one of the short-listed firms, Respondent will be required to:

- a) Submit to the City audited financials for the last 3 years including income statements, balance sheets and statements of cash flows
- b) Submit to the City a list of all lawsuits for the last three (3) years to which the Respondent is/was a party and which involve(d) disputes arising from the Respondent’s provision of goods and/or services to Federal, State, City or local governments similar to those which are the subject matter of this RFP, the listing sufficient to identify the parties to the litigation, the court where it was filed, its subject matter and its current status [e.g., active or resolved].

The City will evaluate Respondent’s responses to the above-requested information before it schedules Respondent’s date for the demonstration and further, reserves the right to rescind its

invitation to the Respondent based upon the responses it receives or the Respondent's failure to provide full and complete responses.

The presentation and functional benchmark is expected to take one day, at most, for each finalist. The presentation and functional benchmark will be performed at the respondent's expense. Respondents must provide equipment and software used to conduct the presentation and functional benchmark. The equipment and software provided must be representative of the products proposed. Seeing the proposed systems as a complete and fully integrated solution is a very important aspect of this presentation and functional benchmark.

The presentation structure must include the following:

- Brief introduction of Respondent's company, company financials, team and overview of qualifications
- Brief overview of Respondent's product portfolio, product technology underpinnings, identity of any third-party products proposed as part of the Respondent's overall solution and overview of Respondent's 3-5 year product vision and roadmap
- Overview of Respondent's project implementation methodology, team structure, preferred method of working with client team and samples of Respondent's relevant project implementation track record
- Overview of Respondent's approach to the project including time table
- Overview and demonstration of the components of the proposed system

During the presentation, the Respondent has the opportunity to introduce their team and present the proposal, product(s) and capabilities to the City. The Respondent should demonstrate how well the proposed components and overall solution would provide the functionality requested. This demonstration should also make OPD and ITD representatives comfortable with, and somewhat knowledgeable about, how to use the components of the proposed systems.

The functional benchmark is generally structured as follows:

- Functional benchmark demonstration of Respondent's solution components based on typical scenarios of the Respondent's choosing – ones common to most law enforcement agencies. The City of Oakland, at its discretion, may also provide certain, specific scenarios for all respondents to follow for at least part of the demonstration
- Hands-on, unscripted use of proposed hardware and software (by OPD representatives with "over the shoulder" guidance by Respondent staff)

The intent of the scripted portion of the functional benchmark is to ensure minimum and consistent coverage of functional requirements by all finalists. The OPD and ITD will provide the Respondent typical use-case scenarios in the form of scripts provided in advance of the presentation and functional benchmark.

The City of Oakland will select the site for the presentation and functional benchmarks. The presentation and functional benchmark will occur before approximately fifteen (15) or more knowledgeable individuals representing different City stakeholder groups (e.g., from the OPD, ITD, City Attorney's Office, etc.). The Respondent shall plan presentations and materials accordingly and perform the demonstrations according to the requirements provided as part of the notification material.

Throughout the presentation and functional benchmark, OPD or ITD representatives may ask questions pertaining to the proposal, the system, or any other relevant concern. OPD and ITD reserve the right to request *ad hoc* operations during any demonstrations. Likely sources of discussions will include system tailoring and interfaces. Areas of functionality that Respondent intends to meet in ways that are different from that requested by either OPD or ITD will also be of interest as will significant capabilities not mentioned in the RFP functional requirements that Respondent thinks may be of major interest.

All written or electronic materials provided to the City of Oakland during the Demonstration Phase of the RFP evaluation become the property of the City.

Presentation Evaluation

An experienced and technically knowledgeable committee will review the proposals and select finalist(s) for the presentation and this same Committee will evaluate the presentations and benchmark demonstrations. Upon completion of the presentation and benchmark demonstration, the Evaluation Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation and benchmark demonstration using the same allocation of scoring elements as was used in the RFP evaluation.

3.6.4 EVALUATION STAGE 4: IN-FIELD EVALUATION FROM SHORT-LISTED FIRMS

The City, at its sole discretion, may elect to conduct in-field evaluation testing with the short-listed Respondent(s) to evaluate whether the Respondents' Solution can meet the specifications herein including technical support services. The selected Respondent(s) will be required to ship a minimum of ten (10) cameras to OPD for testing along with a demonstration copy of the Respondent's proposed VMS. OPD will have an opportunity to test the proposed body worn cameras and video management solution for a minimum of fourteen (14) days. All shipping, handling, and insurance costs will be the responsibility of the Proposer. If after demonstration

testing, the City at its sole discretion concludes that the Solution does not meet the specifications herein the City reserves the right to terminate negotiations

During the testing period, the City will evaluate the proposed body worn cameras and video management solution in static and fluid environments based on many factors including (but not limited to) the following:

1. Ease of camera use
2. Camera functionality, operation of the camera, video quality
3. Camera sturdiness, security of attachment
4. Video download capability
5. Ease of access to recorded video
6. Ease of use of the Video Management Solution
7. Data distribution capability
8. Account administration
9. Quality of access and storage rights
10. Quality and scope of video post-processing capabilities
11. Quality and timeliness of technical and account support

Upon completion of the in-field evaluation, the Evaluation Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation and benchmark demonstration combined with the in-field evaluation using the same allocation of scoring elements as was used in the RFP evaluation.

3.7 PROCUREMENT TIMELINE

The following is the City of Oakland’s estimated timeline for the procurement process:

Activity	Anticipated Timeline
Release of RFP	July 29, 2016
Voluntary Bidder’s Conference	August 11, 2016
Deadline for Questions	August 19, 2016
City Question Response	September 5, 2016
RFP Closing/Due Date & Time	September 30, 2016
Reference Checks	October
Finalist Selection & Vendor Notification	October
Presentations	October-November
Notification of Successful Bidder	November-December
Final Contract Negotiations	Commencing in December
Final City Council Approval	January 2017

3.8 THE CONTRACT

The City of Oakland intends to enter into an Agreement with the selected Respondent/Bidder based on the terms provided below. Bidders are invited to seek clarifications to the Terms and Conditions. The City will consider all written requests for clarifications. The City may also take into consideration comments made during discussions at the Bidders Meeting.

Bidders are encouraged to review the Terms and Conditions in their entirety to be sure they fully understand the details and requirements of this Project. Bidders are responsible for ensuring they have a complete understanding of the terms and conditions of this RFP and this Project.

3.9 PROJECT TIMELINE

The initial Contract is anticipated to commence in early 2017. It is anticipated that this project will be completed within 6 months. The initial Contract terms will cover the detailed needs assessment, design, testing, training, implementation, 1-year warranty period and a quote for 7 years of maintenance and support. The City reserves the right to extend the Contract with the successful Vendor on the same terms and conditions, but is under no obligation to do so.

The City reserves the right to contract with the successful Vendor for additional work related to this Project which may not have been included in this RFP but is under no obligation to do so.

4 CONTRACT NEGOTIATION AND AWARD

4.1 CONTRACT NEGOTIATIONS

The completion of this evaluation process will result in the contractor being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. Should the City and the first ranked contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the contractor that is ranked second.

4.2 FIXED PRICE

The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule. The City also requests that a rate table for resources be provide as part of this response.

4.3 HOLD-BACK

The City will withhold the final 20% of contract amount pending successful completion of work.

4.4 CONTRACT AWARD

Upon successful completion of the negotiations and pending City Council approval, the City Administrator will award of the contract to the selected contractor

4.5 PROFESSIONAL SERVICES AGREEMENT

A sample City IT standard professional services agreement is included in the RFP as referenced in Attachment A "Sample Agreement". The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney's Office is typically not inclined to make any modifications to the standard agreement terms and provisions.

4.6 NOTICE TO PROCEED

Upon award, the City will issue a formal Notice To Proceed.

4.7 EVALUATION AND AUDIT

The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

5 OVERVIEW OF CURRENT STATE

5.1 OAKLAND POLICE DEPARTMENT (OPD)

The Oakland Police Department serves a population of approximately 400,740 people (United States Census Bureau, 2012). The Department has a total sworn complement of approximately 774 officers supported by approximately 398 non-sworn personnel. The OPD is a full service Department, providing all police services from initial involvement through investigation. The department consists of three Bureaus and two Divisions with BWC system responsibility falling under the Bureau of Services Deputy Chief who, in turn, reports up through the Assistant Chief. As with any organization, the OPD organizational structure is subject to change from time to time.

The OPD operates primarily from two locations:

- the main police headquarters (Police Administration Building [PAB]), located in downtown Oakland; and
- the Eastmont subdivision, located in the southern end of the City.

There are four other facilities:

- the communication center, located in the airport industrial area;
- Family Justice;
- Background & Recruiting
- Animal Control; and
- Internal Affairs Division.

Each of these facilities is connected through the City's network.

5.1.1 POLICE DEPARTMENT WORKLOAD

The following table depicts OPD's workload for 2010 through 2013.

Service Provided	2013	2012	2011	2010
Number of dispatched police calls	244,564	246,675	239,196	245,810
Incidents/Offense Reports	70,891	79,837	68,982	75,644
Supplemental Reports	20,701	86,929	78,793	92,060
Total Arrests	8,914	9,771	10,739	14,828

Figure 1: OPD Workload Data

5.1.2 CURRENT SOFTWARE SYSTEMS

The OPD is a diverse environment of automation and manual processes. The current systems that OPD desires to integrate with the BWC VMS solution include:

- Police Records Management System – Motorola LRMS (v5.4)
- Computer Aided Dispatch Systems – Motorola, Premier CAD (v7.1)
- Mobile Computing – Motorola MobileCAD
- Field-Based Reporting/Stop Data Collection - Global Software (formerly VisionTek)
- Early Warning Systems – PRIME, a cloud-based, custom system being developed for the City by Microsoft

NOTE: The City released an RFP for a new CAD, RMS, Mobile and Data Warehouse system in 2015 that has not yet been awarded, but – when it is – many of the above systems will be replaced or updated.

5.2 OVERVIEW OF THE INFORMATION TECHNOLOGY DEPARTMENT (ITD)

In the City of Oakland, the provision of information technology services is centralized in the City's Information Technology Department (ITD). IT provides support across all the City's departments for desktop systems, back-office systems and for most of the specialized systems used by the various departments including OPD. A few examples of systems supported include

- Office365 Email system (including SharePoint)
- Oracle E-Business Suite solutions for finance, payroll, accounting, procurement, etc.
- CommVault enterprise data management/storage
- Geographical Information System by ESRI

Within Oakland's IT Department is a group devoted specifically to supporting the City's public safety organizations and their particular infrastructures and software needs.

5.3 CURRENT BWC SYSTEM

The current BWC system purchased from VIEVU has various components purchased at different times since OPD's initial deployment in 2010. It is a robust, evolving system that has served OPD well, but given the evolution of solutions in this market space, the City wishes to survey the market to ensure OPD's BWC system is keeping pace with the evolving needs of the Department and with the evolution in technology and market trends. Currently the Department has 775 cameras, most of them VIEVU L3s, but with a few L2s and L4s mixed in. The VMS is VIEVU's and the storage is provided by on-premises hardware – HP servers and storage using Microsoft Server 2008 and Microsoft SQL Server 2008 database.

5.4 NETWORK INFRASTRUCTURE

The City of Oakland currently supports two network infrastructures – City side and Public Safety. A high-level diagram of the Public Safety network is show here.

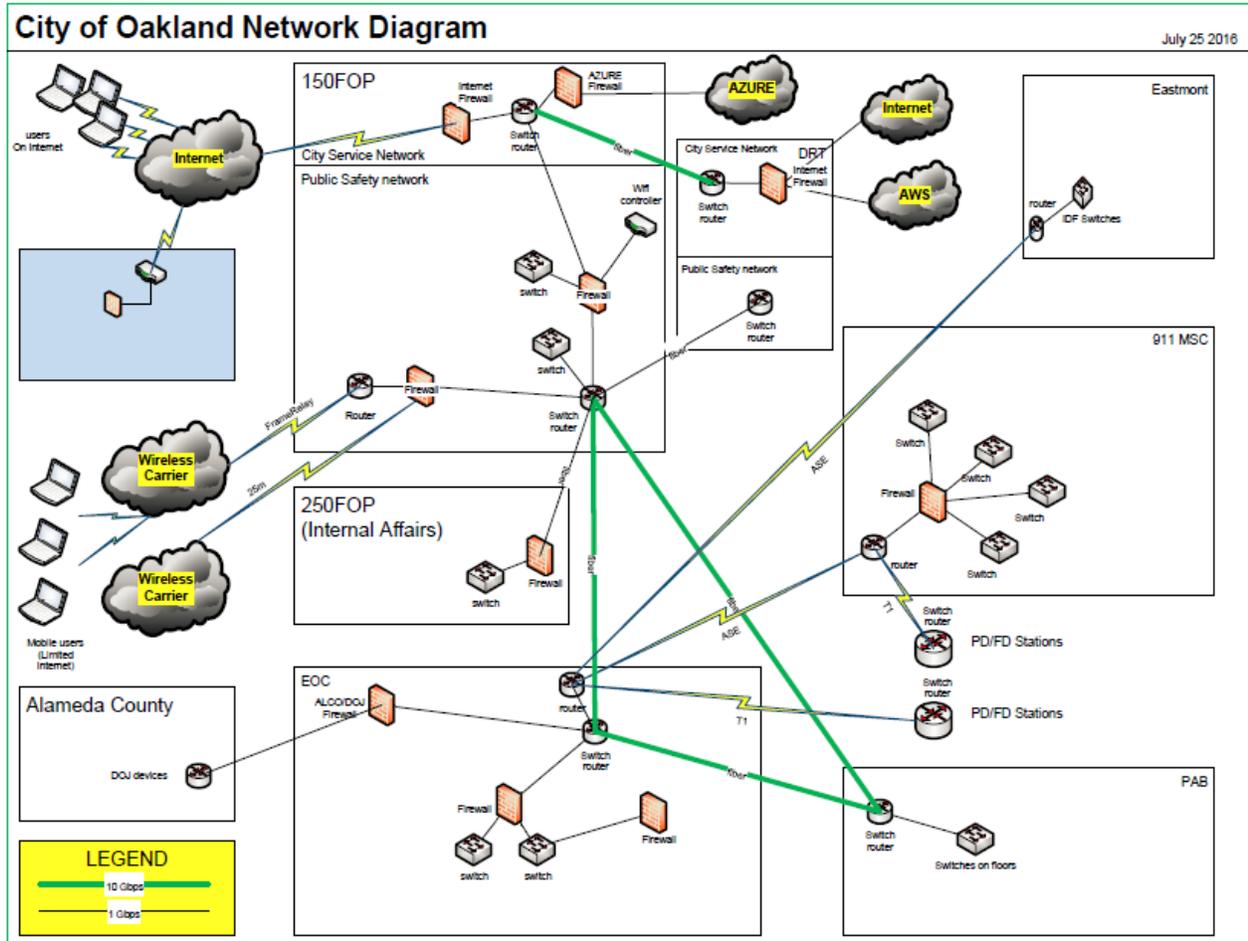


Figure 2: High-Level Diagram of the Public Safety Network

Oakland has been and continues to upgrade the infrastructure and capacity of the Public Safety (and City side) networks. The short-term upgrade plan covers the downtown campus, the police administration building and the fire stations.

5.5 MOBILE INFRASTRUCTURE

OPD has recently upgraded its mobile wireless system to a Verizon 4G LTE Broadband system. OPD mobile are connected thru NetMotion VPN software, and utilize SAP Afaia for updates.

5.6 CLOUD-BASED SERVICES

The City is in the process of migrating a significant number of systems to the cloud (typically Microsoft's Azure Government Cloud, although other cloud-based solutions are also utilized such as AWS GovCloud). Several of OPD's point solutions have also recently moved to the cloud by their respective vendors.

6 RESPONSE TO REQUIREMENTS

All functional requirements are numbered for ease of reference throughout the evaluation process. A spreadsheet version of the various functional requirements in the RFP is included as part of this RFP and the Respondent should enter a number between 0 and 5 in that spreadsheet next to each requirement. Respondents should select the number that corresponds to the description of their ability to meet the particular requirement based on the descriptions in the table below. When returning their completed proposal to the City of Oakland, Respondents should include a printed version of the spreadsheet, the completed spreadsheet itself (i.e., an electronic copy) and an electronic PDF version of the spreadsheet corresponding to the printed version.

For any response other than “5”, the Respondent should offer a concise written explanation in the space provided or, in the event that more space is needed, the explanation or description should be clearly identified by requirement number and included in the Respondent’s narrative section of their proposal in section 15.6 (Response to Requirements). *NOTE: Some functional requirements also specifically ask the Respondent to describe their approach or provide other descriptive information needed for the City to thoroughly and accurately evaluate the Respondent’s proposal and, for these, even if the numeric response is a “5”, the Respondent should provide the requested description as outlined above.*

Num	Description
0	The Respondent cannot meet the requirement.
1	The Respondent can only partially meet the requirement
2	The Respondent can meet the requirement, but only by adding substantial new functionality requiring significant code development (provide level of effort estimate)
3	The Respondent can meet the requirement by minor modifications/additions to existing functionality or configuration options in its base product (provide level-of-effort estimate)
4	The Respondent can meet the requirement, but only by using a third-party/partner’s product (in which case, please indicate the company and product name of the 3 rd party product in the narrative section)
5	The Respondent can fully meet the requirement with the base functionality of their own product(s)
Info	The response is informational only (e.g., request for specifications) and there is no specific requirement associated with this item. NOTE: Many items are already marked with Info for the sake of clarity, but Respondent can designate additional line items as “Info” if that response is appropriate.

7 BODY-WORN CAMERA SOLUTION FUNCTIONAL REQUIREMENTS & SPECIFICATIONS

The following section lists questions about and functional requirements for the body-worn camera component of the Respondent's solution. Please refer to Section 6 above (Response to Requirements) for instructions on how to respond to these requirements.

7.1 CAMERA BASE SPECIFICATIONS

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. What is the height, width, depth and weight of the camera? Please describe.	Info	
b. If applicable, what is the height, width, depth and/or length of any separate control units, external batters, cables or other accessories included in your proposal? Please describe.	Info	
c. What is the focal width (in degrees) of the camera you are proposing.	Info	
d. Solution must provide playback of audio and color video while still in the field. In addition to providing a numbered response (i.e., 0-5), please also describe the method, if any (e.g., on-device or requires linked cell-phone for playback, etc.)		
e. Please describe type of microphones available on camera (e.g., Monaural, stereo, etc.)	Info	
f. Solution provides built-in <u>mechanical</u> image stabilization technology		
g. Solution provides built-in <u>digital</u> image stabilization technology		
h. Describe the mounting options for the camera (e.g., chest-mounted, head-mounted, dash-mounted, etc.)	Info	
i. Describe the nature and type of environmental testing and certifications/ratings for your proposed solution (e.g., MIL-STD 810F, etc.)	Info	
j. Specify the amount of on-board storage (in GB or TB) supported by your solution	Info	
k. Please describe the nature of the on-board storage (e.g., removable memory device, fixed internal, etc.)	Info	
l. Type of on-board storage/memory must be non-volatile. That is, it should continue to store previously recorded video and audio if the camera's battery is fully depleted.		

m. Camera must be able to record GPS location along with any video or audio being recorded. In addition to providing a numbered response, please specify further details (e.g., on-board GPS or GPS requires linked cell-phone for GPS coordinates, etc.)		
n. What is the latency period from the time the user initiates the recording process to when the camera actually starts recording?	Info	
o. Camera can be integrated with police radio. If so, describe nature of the functionality/integration.		
p. Describe the type of available data connection(s) through which data transfer is accomplished from the camera to the off-board (i.e., VMS) storage (e.g., USB2, USB3, Bluetooth, 801.11g, etc.)	Info	
q. Describe the type of <u>connectors</u> required (if any) for the data connection (e.g., micro-B plug, mini-B plug, type A plug, type B plug, etc.)	Info	
r. Clock on camera must be able to be synchronized with an external universal clock. Please describe method.		
s. Solution must not hinder or otherwise distract the user wearing the device from performing other job functions, especially ones related to officer safety.		
t. Major hardware components of the solution must have a unique device identifier (e.g., a serial number) visible on the outside of the component.		
u. Describe camera's ability (if any) to adjust the lens vertically or horizontally from its default position (e.g., might be needed by a mounted officer)	Info	
v. Must have a visual indicator of battery level		
w. Must have a visual indicator when battery is charging		
x. Must have a visual warning indicator when battery is low (please describe nature of this indicator)		
y. Camera must have a visual power on/power off indicator		
z. Camera must have a visual indicator that it is recording visible to anyone who is facing the camera from a distance of 5 feet or less.		
aa. Camera must have the ability for the user to initiate a "tactical mode" that turns off all lighted visual indicators		
ab. Describe camera firmware update process including whether it can be updated in a centralized manner to many cameras at once.	Info	

ac. In brief, what are the competitive differentiators of the body-work camera component of Respondent’s proposed solution?	Info	
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7.2 CAMERA VIDEO QUALITY AND FORMAT

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Describe available video pixel resolutions and bit-depth options	Info	
b. Recording speed: Camera frame rate must be no less than thirty (30) frames per second.		
c. Video/audio container format: Describe the supported container formats (i.e., file formats) for recorded video and audio	Info	
d. Video file formats must be industry standard formats, not proprietary		
e. Configurable A/V settings: Describe camera video and audio configurability options (e.g., frame rate, bit depth, resolution, type of compression, audio on/off, bit rate, audio compression rate, video compression rate, etc.). Indicate whether these configurations are accessible to the end user or only during configuration by an administrator.	Info	
i. Describe the camera’s unassisted lux rating	Info	
j. Describe capabilities (if any) for assisting camera in recording during low light/night conditions (e.g., infrared illuminator). If camera has such functionality, also describe whether it can be disabled by the user on an as-needed basis and/or whether it can be disabled by the system administrator in such a way that the user cannot enable it.	Info	
k. Describe camera focus capabilities (e.g., continuous autofocus, no focus needed beyond certain number of inches, face tracking, etc.)	Info	
l. Ability to see and record date & time as a visible element in the video. If camera has this, describe whether it can be toggled on/off and by whom.		
m. Ability to capture a single frame (i.e., still image). What resolutions and bit depths are supported if different from full-motion mode?		

7.3 CAMERA AUDIO QUALITY & FORMAT

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Ability to clearly capture conversational speech at a distance of 3 feet without wind or excessive background noise		
b. Describe internal microphone specifications. If optional external microphone is available, describe its specifications too.	Info	
c. Audio file formats must be industry standard formats, not proprietary		
d. Describe available audio encoding formats	Info	
e. Ability to configure audio recording to be monaural or stereo		
f. Has option for an external microphone. If available, please specify type of connection between base unit and external microphone and any external microphone requirements.		
g. Describe audio settings accessible to the end user (e.g., sampling rate, bit depth, compression method, file format)	Info	
h. Describe audio settings accessible to the system administrator (e.g., only when initially configuring cameras)	Info	

7.4 CAMERA RECORDING FUNCTIONALITY

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Describe your camera's pre-event buffer (if it has one). Include number seconds of buffer	Info	
b. If your camera has a pre-event buffer, can the buffering be disabled? If it can be disabled, can it be disabled, as needed, by users in the field, or can it only be disabled during initial camera configuration?	Info	
c. Camera supports user-initiated recording		
d. Camera supports event-triggered recording. If so, describe briefly		
e. Camera supports continuous recording mode		

f. Camera supports ability for user to perform event marking during recording		
g. Activating and deactivating the recording requires physical sliding of a switch or pressing of button, which provides physical feedback to the operator such as a click, or an audible beep or vibration.		
h. Metadata – an auto-generated unique ID is added to each video segment		
i. Metadata – if the video had been played back while still on the camera, an indicator is added to the metadata to indicate this		
j. Metadata – GPS information is embedded in the video and/or audio stream to indicate exactly where each frame of the video and/or audio was recorded		
k. Metadata – functionality is provided to associate a given camera to a given officer so that the identity of the officer doing the recording is part of the metadata		
l. Metadata – the date and time for each frame of video and for the audio recording is embedded as metadata in the recording in some fashion. Describe.		
m. List all other types of metadata that are automatically associated with recorded video or audio <i>during recording</i> (i.e., just on-camera during recording, <u>not</u> afterwards in the video management system)	Info	
n. List all other types of metadata that can optionally be associated with recorded video or audio <i>during recording</i>	Info	

7.5 BATTERY SPECIFICATIONS

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Uses Lithium-Ion batteries (if not, describe battery type)		
b. Is battery fixed inside the device or removable/replaceable?	Info	
c. Number of batteries included with each camera?	Info	
d. Solution supports attachment of an ancillary battery (e.g., in the event of an anticipated prolonged deployment)		
e. Describe the available recording time on a full battery at each supported resolution and for audio-only recording (if supported)	Info	

f. Describe the number of minutes of standby time on a full battery	Info	
g. Approximately how long does it take to charge a fully depleted battery (in minutes)	Info	
h. Camera battery can be charged while in docking station		
i. Camera battery can be charged from in-vehicle charge port		
j. Camera battery can be charged by connecting to laptop USB (or other) port		

7.6 DATA EXPORT/DOWNLOAD FROM CAMERA

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. How does the user typically download video, audio and related metadata from the camera to the proposed VMS solution?	Info	
b. Video, audio and related metadata from the camera can be downloaded from the camera <u>without</u> using any proprietary software proposed by the Respondent. Describe method(s) (e.g., using Windows Explorer and a USB connection)		
c. Describe USB connection type and transfer speeds	Info	
d. No loss of video or audio quality during download		
e. Describe contents/format of downloaded video. For example, one file for each incident/interaction (i.e., each time the user presses the record button and the stop recording button) OR one combined file for all recordings since last download.	Info	
f. Describe file format(s) for downloaded video, audio and metadata information	Info	
g. List all metadata that is downloaded from the camera	Info	
h. Video, audio and metadata downloading can be accomplished through a docking station or similar physical connection		
i. Video, audio and metadata downloading can be accomplished through a wireless connection. Please specify type(s) of connection		

j. Video, audio and metadata can be streamed in real time from camera so that video can be viewed in real-time, for example, by a dispatcher or incident commanders. If this functionality is available, describe required infrastructure (e.g., IP connection of a certain bandwidth, special viewing software, etc.)		
k. How long does it take to download an hour of video, audio and metadata at each supported resolution for each type of supported connection.	Info	
l. Downloading the video, audio and metadata requires the user to initiate the download (e.g., by placing the camera in a docking station or by otherwise initiating a download manually)		
m. Camera has ability to download automatically without user interaction. Describe (e.g., anytime the camera is connected to a Wi-Fi network, perhaps on some set schedule)		
n. If the camera uses a docking station for video downloading, the solution must support downloading and battery charging concurrently.		

7.7 ON-CAMERA SAFEGUARDS

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. User cannot edit, delete or overwrite previously recorded video prior to download		
b. Describe type of on-camera encryption (if any) that would protect the video from being viewed by unauthorized personnel in the event the camera (or the removable memory, if used) was lost or stolen	Info	
c. Ability to remotely wipe video from a lost or stolen camera		
d. Ability to remotely disable lost or stolen camera		
e. Please describe other safeguards and/or security features of your camera/camera subsystem that might be of interest	Info	

8 VIDEO MANAGEMENT SYSTEM (VMS) FUNCTIONAL REQUIREMENTS & SPECIFICATIONS

The following section lists questions about and functional requirements for the video management system component of the Respondent’s solution.

8.1 GENERAL

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. What company/organization designed and implemented the software originally?	Info	
b. When was the first commercially-available version of the software shipped?	Info	
c. What is the current shipping version of the software and when was it released?	Info	
d. Please provide the release history over the last two years – versions, release dates and major issues addressed	Info	
e. Describe briefly the underlying technology stack used by the VMS	Info	
f. If Respondent is proposing a cloud-based storage solution, then the City desires that the VMS itself is a cloud-enabled, web-based software that requires no installation of software or other components (e.g., ActiveX controls) onto users’ computers		
g. If Respondent is proposing a cloud-based storage solution, then is VMS capable of being configured to use City’s cloud-based storage subsystem (e.g., Azure Government or AWS GovCloud) rather than vendor’s?	Info	
h. Please describe in brief the extensibility of the VMS. That is, would Oakland have the ability to add additional data elements (e.g., user-defined fields or actual custom tables and columns), modify the user interface, etc.?	Info	
i. In brief, what are the competitive differentiators of the VMS component of Respondent’s proposed solution?	Info	

8.2 IMPORTING/DOWNLOADING VIDEO & AUDIO

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Is the VMS required to be able to download video from the cameras, or can downloading video from the cameras be accomplished via other, non-proprietary methods?	Info	
b. What is the limit on the number of cameras that the VMS can import/download from simultaneously?	Info	
c. Approximately how long does it take to download 1 hour of video, audio and metadata from 25 cameras simultaneously if all cameras are set to the same video and audio setting. – list download times for each of the supported resolutions/settings	Info	
d. Ability to import video and audio from sources other than Respondent’s proposed body-worn camera (e.g., from security cameras, smart phones, BWC video from other vendors, etc.)		
e. List supported digital video and digital audio file types/formats that can be imported from other sources (e.g., security cameras, smart phones, BWC video from other vendors, etc.)	Info	

8.3 SECURITY

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. If Respondent is proposing a cloud-based storage solution, then the City requires the VMS and underlying VMS cloud-based storage system has been reviewed by the California Department of Justice and deemed by them to be CJIS compliant for use in California		
b. If Respondent is proposing a cloud-based storage solution, then the City requires the VMS and underlying VMS cloud-based storage is compliant with all applicable U.S. Department of Justice, FBI Criminal Justice Information Services (CJIS) Security Policy requirements in effect at the time of this publication of this RFP (e.g., Version 5.5)		
c. Describe identity management and authorization functionality/protocols used in Respondent’s proposed VMS	Info	
d. Support for a users and groups security/permissions model		

e. Solution provides CJIS-compliant encryption in storage and transport including during any back-up process and storage		
f. Describe data protection and transport (e.g., SSL) standards utilized during data transit	Info	
g. To the extent that the Respondent's system uses passwords as part of their authorization protocol, provide the ability to require and enforce password expiration after an administrator-definable period, upon password reset and at initial password issuance		
h. To the extent that the Respondent's system uses passwords, provide ability to configure required password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.		
i. Passwords (if used) for the VMS and storage subsystem are encrypted in storage and transit		
j. Describe encryption technology/method used for data at rest (i.e., in storage)	Info	
k. Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.		
l. Provide ability to send alerts to administrators for unauthorized access attempts.		
m. Enable automatic logoff of ID after an administrator-definable period of session inactivity, and require subsequent password authentication to log back in		
n. Provide ability to lock out user or group ID by date or time.		
o. If Respondent is proposing a cloud-based storage solution, then the City desires , describe Respondent's security infrastructure for the cloud-based VMS	Info	
p. Security alerting available to customer (i.e., City of Oakland) for VMS intrusion alerts, DDOS attacks and other security threats		
q. Respondent has defined and tested protocols and mitigation strategies for responding to DDOS attacks. Describe.		

8.4 METADATA/TAGGING

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. VMS software must allow officers to link and attach		

metadata to recorded audio and video files both while still stored in BWC, during download to VMS process and subsequently once video has been downloaded to the VMS		
b. Can tag video with RMS and/or CAD record numbers		
c. Automatic tagging of GPS info (i.e., longitude & latitude)		
d. Automatic tagging of camera elevation (i.e., Z-axis)		
e. Automatic tagging of date/time		
f. Automatic or manual tagging of user/officer identification (describe which)		
g. Automatic or manual tagging of what operation with which the video and/or audio is associated (describe which)		
h. Ability to tag video and/or audio with the name of one or more people associated with the video/audio through a link to the Department's records management system master-name index (describe RMS systems supported)		
i. Video/audio can be automatically tagged by the VMS with the beat, area, shift, district and neighborhood in which the video/audio was recorded (e.g., using predictive tagging or "smart tagging" or some kind of rules engine)		
j. Video/audio can be automatically tagged by the VMS with addresses corresponding to where the video/audio was recorded (e.g., 150 Main Street, Oakland) by cross-referencing the video/audio GPS metadata against the City's GIS system.		
k. Video/audio can be automatically tagged by the VMS with place names corresponding to where the video/audio was recorded (e.g., Oracle Arena) by cross-referencing the GPS information with a known list of place names and associated longitudes and latitudes from the Department's CAD and/or RMS system		
l. Video/audio can be automatically tagged by the VMS with name of holiday for video/audio that is recorded on a date that corresponds to a holiday (e.g., Labor Day, July 4 th)		
m. Video/audio can be automatically tagged by the VMS with metadata indicating whether the video/audio was recorded during the day, during twilight, during the night (i.e., by querying an ephemeris or other data source)		
n. Video/audio can be automatically tagged by the VMS with metadata indicating weather conditions at time of recording (i.e., by querying an online archive of weather data)		
o. Video/audio can be automatically tagged by the VMS with metadata indicating incident number by querying CAD for incident at that location during that time of day		
p. Automated or manual addition of audio transcription (i.e., text) as metadata element. Describe options.		

q. Describe what other metadata elements can be entered by the user while the video or audio is still stored in the camera	Info	
r. Describe what other metadata elements can be entered by the user or administrator once the video and audio is being downloaded into the VMS.	Info	
s. Describe what other metadata elements can be determined and entered automatically by the VMS software	Info	
t. Provides method for administrator to ensure standardization of tags/metadata (e.g., drop down menus instead of free-form tag entry)		
u. Provides method for administrator to manage tags (e.g., make certain tags be required, identify tags that can only be entered by administrator or by VMS software, set certain tags to be visible and others to be hidden, editable or not, etc.)		

8.5 SEARCH

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Authorized users should be able to search the VMS by date, event, device, case/incident number; type of incident, officer and by any other metadata captured by the system.		
b. VMS supports natural language <i>ad hoc</i> queries.		
c. User able to build “smart collections” based on search criteria		
d. VMS search functionality integrated with users/groups authorization rules resulting in the possibility of different users having different authorizations for what they can search		

8.6 VIEWING/PLAYBACK FUNCTIONALITY

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Solution supports authorization schema for viewing video from VMS so that different types of users and groups can be given different types of viewing authorization		

b. Ability to view video from desktop or laptop computer, tablet device and smart phone. List supported platforms and operating systems (e.g., iOS, Windows, Android, etc.)		
c. System supports adaptive playback technology that takes into account the available bandwidth, screen size, etc. to provide an optimized viewing experience in terms of the quality of the video and audio and the speed with which it can be played after the user initiates playback		
d. Viewing functionality includes ability for user to start, stop, rewind (at different speeds), go forward (at different speeds) and user a slider to go to a specific frame of video. Audio volume can be adjusted or audio can be muted.		
e. Underlying viewing/playback technology does not require entire file to be downloaded before viewing can start – starts playing as soon as buffer has the minimal amount necessary. Feel free to describe details of how Respondent’s proposed solution works in this regard.		
f. Solution supports streaming viewing of recorded video and audio with no files placed on the viewer’s computer that would allow for later viewing.		
g. Solution support real-time streaming viewing of video and audio from a camera so that video can be viewed as it is being recorded (e.g., by dispatcher or incident commander)		
h. Describe any relevant network bandwidth requirements for viewing all supported resolutions of video and audio.	Info	
i. Supports playback with closed captioning when audio has been transcribed and associated with video/audio segment (see section 7.3.4p above that relates to ability to manually or automatically add transcribed audio to a video stream)		

8.7 SHARING/RIGHTS MANAGEMENT/EVIDENTIARY FUNCTIONALITY

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Solution provides secure, controlled access to recorded video, audio and metadata with pre-defined roles and permissions.		
b. Solution supports capability for user or administrator to authorize external users to view videos (i.e., people outside the Police Department including people not in the Active Directory of the network used by the Police Department)		
c. Solution supports administrator-level capability to develop		

and maintain a list of authorized external users that authorized users can pick from when sharing videos. (e.g., for sharing videos with staff from District Attorney's Office)		
d. Solution supports restricting external viewing/playback to a date range		
e. Solution supports restricting external viewing/playback to a user-specified number of playbacks		
f. Solution supports DVD burning and other methods for making external copies of videos and audios in user-selectable formats including all major industry standard file format. (i.e. AVI, MPEG, MP4). Describe file types supported		
g. Solution supports the capability to authorize only selected users to make copies of videos (e.g., by burning to a DVD)		
h. Solution can apply an invisible, unique watermark to any video that will be shared outside the Department or copied to a DVD. The solution supports the ability to log the watermarks and associate them with externally shared or copied videos (i.e., so that if an <u>unauthorized</u> copy of the video is discovered that the information exists to link it back to the person who burned the video to a DVD or to the external person with whom the video was shared)		
i. VMS will keep a log/audit trail for all videos copied to any external source (i.e. DVD / long term storage) including the name of the person copying them, the IP address of the machine used, the date and time copied, etc.		
j. VMS will keep a log/audit trail for each time a video is viewed by any user (internal or external) including name of person, date and time viewed, IP address viewed from, MAC addressed viewed from, viewing details (i.e., how much of the video was viewed) and other pertinent information. Feel free to describe other aspects that are logged.		
k. Solution has the ability to share files internally and externally via secure links over the Internet.		
l. Solution support automatic generation of notification emails including viewing link when a user is sharing a video with another authorized user		
m. Describe functionality that would prevent an unauthorized viewer from viewing a video if they had made an unauthorized copy of the original link	Info	
n. Solution security, logging and other features are sufficiently robust that will ensure the video, audio and metadata digital evidence will meet all standards for reliability in court.		
o. Solution must maintain and be able to export audit trail information for any video and audio in the system (e.g., via a		

report or via a tab-delimited ASCII file, etc.)		
p. Please describe any other pertinent features not covered here regarding security, rights management and chain-of-custody/evidentiary assurance functionality.	Info	

8.8 MANAGEMENT FUNCTIONALITY

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Ability to manage internal and external users including adding, deleting, suspending		
b. Ability to manage security and authorization levels for key functional components of system (e.g., viewing, copying, authorized external users)		
c. Ability to specify days of the week and times of the day when users are permitted into the system		
d. User and groups synchronized utilizes Active Directory		
e. Solution must have a two tier storage capability for active video and long term storage needs.		
f. Ability to define retention and rules (e.g., amount of time, exception criteria, etc.) including files outside the retention timeframe are deleted or moved to long-term storage" (e.g., on-prem storage)		
g. Ability to manage tags and metadata options, drop-downs, visibility, etc.		
h. Provide ability to protect audit logs from unauthorized access.		
i. Provide ability to log activities performed by specific user ID and IP address and to time-date stamp all activities.		
j. Provide ability to limit number of concurrent sessions by all users		
k. Ability to restrict individual users from being able to have more than one session at the same time		
l. Provide ability to log changes to administrative functions.		
m. Provide ability to automatically archive audit logs.		
n. Availability of management dashboard showing number of videos in system, amount of storage, last 30 day additions (in number and storage amount), videos played back in last 24 hours, last 30 days, etc. Feel free to describe in more detail.		
o. Describe system's upper limits in terms of storage amount, number of videos, number of users, number of concurrent upload sessions, etc.	Info	

p. Describe process used to update the VMS software itself. For example, is it automatic, only done upon customer authorization, how much advanced notice is there, are their release notes	Info	
q. Is there an active user group for your VMS solution? Describe.	Info	

8.9 VIDEO & AUDIO POST-PROCESSING

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. VMS or related component of Respondent solution must have the ability redact <u>video</u> by deleting or blurring certain portions of the video (e.g., license plate, juvenile face, address indicator). <i>As per the scoring instructions, be sure to specify if this (and subsequent) required functionality can only be accomplished with a third-party tool or through enhancements to Respondent's existing product.</i>		
b. VMS or related component of Respondent solution must have the ability redact <u>audio</u> by deleting or garbling certain portions of the audio (e.g., if recording subject says a juvenile's name or says an address)		
c. Solution supports certain types of automated (i.e., requiring no work on the part of the user) video and audio redaction (e.g., using machine learning to redact license tags or house numbers)		
d. Solution supports automated ability to transcribe recorded audio and produce a transcript that can be checked for quality by the user and edited.		
e. Audio transcription functionality supports foreign language transcription. Please specify languages supported		
f. Solution supports ability to take transcribed audio and use it as the basis of automatically creating closed captioning for the video		
g. Solution must have the ability to preserve the raw, unredacted version of the file along with the redacted version.		
h. Ability to build a time-synchronized mosaic of different video and/or audio recordings (e.g., to show the perspective of several officers at the same incident over the same period of time)		
i. Ability to overlay video with text and graphics (e.g., to		

document a crime scene or tactical situation after the fact)		
j. Ability to apply automated “smart” tags to video and audio (see also section 7.3.4 on tagging and metadata)		
k. Ability to enhance image or audio track using various tools to sharpen image, change contrast or brightness, mask background sound, etc. Describe.		

8.10 COST & COST MODEL (AS APPLICABLE)

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. VMS available for a one-time, perpetual license fee	Info	
b. VMS solution available on a subscription pricing model	Info	
c. VMS solution is free with purchase of cameras	Info	
d. VMS solution is free with payment for Respondent’s cloud-based storage or on-prem storage hardware	Info	
e. Cameras are free with purchase of VMS or Respondent’s cloud-based storage	Info	
f. Cameras can be purchased on a standalone basis without VMS or cloud storage	Info	
g. VMS can be purchased/subscribed to on a standalone basis without cameras or cloud storage	Info	
h. VMS can be purchased/subscribed to without the requirement to purchase on-prem storage hardware from the Respondent		
i. Cloud storage can be purchased on a standalone basis without cameras or VMS	Info	
j. Cameras and VMS can be purchased/subscribed to without Respondent’s cloud-based storage	Info	
k. Describe costs for updates to VMS (e.g., free license, but customer must pay for implementation services)	Info	
l. Describe costs for updated cameras	Info	
m. Describe basis for cloud-based storage pricing.	Info	
n. If cloud-based storage pricing is based on amount of storage, what is the approximate per gigabyte price?	Info	
o. Describe any annual support and maintenance fees and what they are based on	Info	
p. Describe any data ingress or data egress charges (i.e., for cloud-based systems)	Info	
q. Support and maintenance fees or subscription fees cannot increase by more than 2% annually (assuming like-for-like number of users, etc.)		

9 VIDEO & AUDIO STORAGE SOLUTION COMPONENT

The following section lists questions about and functional requirements for the video & audio back-end storage subsystem component of the Respondent's solution. Please refer to Section 6 (Response to Requirements) for instructions on how to respond to these requirements. If your proposed solution does not involve a cloud-based component, please leave section 9.2 blank.

9.1 ON-PREMISES STORAGE OPTIONS (AS APPLICABLE)

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Solution hardware must be HP-based		
b. Solution must be based on Microsoft SQL Server		
c. Solution must be extensible		

9.2 CLOUD-BASED STORAGE OPTIONS (AS APPLICABLE)

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Storage facility data center, its employees, its security, its audit records, its processes and all other relevant aspects of the data center meet FBI and California State CJIS requirements		
b. California Department of Justice has issued a written opinion that Respondent's data center is compliant with California's CJIS security requirements		
c. Data storage must be co-located and have an established Disaster Recovery (DR) solution to ensure Solution reliability. Describe.		
d. Upon request, the Respondent shall provide a copy of all of customer's data stored in data center in an indexed and searchable format on an external hard drive or storage array (cost for the hardware to be borne by the Respondent)		
e. Storage facility data center is the property of the Respondent?	Info	
f. If Respondent uses a third party storage facility, what is the name of the vendor or organization that owns & runs it?	Info	
g. Describe Respondent-provided back-up capabilities	Info	
h. Storage facility is supplied by two or more building electrical power sources entering the facility from different, non-overlapping geographic routes		
i. Storage facility is interfaced to the Internet through two or		

more Internet circuits from two or more vendors entering the facility from non-overlapping geographic routes		
j. Storage facility is equipped with a back-up power generator. Describe number of hours it can operate without being refueled from off-site fuel supplies.		
k. Briefly describe storage facility physical security (e.g., access control, internal physical security, cameras, etc.)	Info	
l. Describe cybersecurity provisions of the facility's security plan	Info	
m. No use or derivative use of Oakland's video, audio or metadata content or related statistics is permitted without written permission		
n. Respondent provides immediate (or daily) notifications to customer (i.e., Oakland) of attempted intrusions (cyber or physical), DDOS attacks and other security breaches.		
o. Describe capacity and nature of digital circuit(s) connecting facility to the Internet.	Info	
p. What service-level agreement commitments for facility uptime including scheduled maintenance?	Info	

10 TECHNICAL REQUIREMENTS

10.1 THIRD-PARTY APPLICATIONS AND INTERFACES

The City desires that the BWC/VMS solution supports a number of interfaces that provide interoperability between various systems currently used in OPD. This section identifies those interfaces and indicates the nature/direction of the interface.

Application	Function	Technology	Interface/Direction
City Esri GIS and Geofile	Mapping	Esri	One-way from VMS, two-way if performing "smart tagging" of video
PowerBI	Business intelligence	Microsoft	One-way from VMS
PRIME	Custom-Built Early Warning System	SharePoint/SQL	Two-way
Motorola	CAD & RMS		Two-way

Figure 3: Third-Party Applications

10.2 SPECIFIC INTERFACE REQUIREMENTS

The following subsections are the requirements for the Oakland interfaces and third party applications. Please refer to Section 6 (Response to Requirements) for instructions on how to respond to these requirements.

	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. All the body-worn cameras shall have their clocks (times) synchronized either through the NIST Internet Time Service (ITS), or the WWVB transmission. Describe method		

<p>b. The City requires that the Respondent’s proposed VMS system have a well-documented data structure accessible by authorized Oakland users. The VMS must provide an interface into the VMS for external queries into the system from external systems while maintaining the security and authorization levels defined in the VMS. The data must be accessible from Excel, Microsoft PowerBI, SAP/Crystal Reports and other BI solutions. Please describe nature of interface (e.g., direct database access, database views, application program interface library, web service interface, etc.)</p>		
<p>c. PRIME: The City of Oakland is building a next-generation internal personnel assessment system (PRIME) that will eventually require the ability to link video stored in the VMS to incidents under review in PRIME and to allow PRIME users to play linked video back from within PRIME without having to exit the system (e.g., through an imbedded video player or similar functionality)</p>		
<p>d. CAD/RMS: The City requires that the Respondent’s proposed VMS solution provide an interface to the City’s Motorola CAD and RMS system to provide functionality to automatically populate missing metadata for each video segment based on “smart logic” to ascertain the location and time of the video and match those details with the location and time of incidents or calls for service recorded in the RMS or CAD, respectively.</p>		
<p>e. ESRI: To the extent that Respondent’s VMS system provides any kind of geocoding of the recorded video and audio, the VMS must be able to interface to the City’s ESRI GIS system and base any of its geocoding or other GIS-related functionality on the City’s GIS system</p>		
<p>f. Please list any available interfaces to commercially available evidence management software</p>	Info	
<p>g. Please list any available interfaces to commercially available court management systems</p>	Info	

h. Please list any available interfaces to commercially available district attorney systems	Info	
i. Please list any available interfaces to commercially available case management systems	Info	
j. Please list any available interfaces to commercially available document management systems	Info	
k. Please list mechanism for authorized embedding of a video in another web site (e.g., the City's web site)	Info	
l. Please list any available interfaces to commercially available facial recognition software	Info	
m. Please describe any available interfaces or integration with commercial available image processing and video management software (e.g., various Adobe products)	Info	
n. Please describe any available interfaces or integration with commercial available machine learning systems	Info	
o. Security and authorization architecture defined in the VMS must active and enforceable even when other applications are accessing data, video and audio from the VMS (e.g., database-level security in addition to application-level security or using some form of authorization tokens in URL, etc.)		

10.3 TECHNOLOGY FRAMEWORK

Oakland’s current IT infrastructure framework consists of the elements described in the table below. While it might be useful or even preferable if the Respondent’s system utilized or supported the elements of the current infrastructure, Oakland does not absolutely require adherence to the current framework *as long as* Respondent provides a compelling suggestion for an alternative(s) to any of the specific technologies currently being used (e.g., Oakland would entertain switching to SSRS from Crystal Reports if the Respondent makes a strong enough case for why such a switch would be functionally beneficial as well as cost effective).

10.3.1 TECHNOLOGY FRAMEWORK COMPATIBILITY	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Please indicate your system’s adherence to/support of the current element of the technology infrastructure framework.		
b. Please provide a description and justification for any elements of the infrastructure that you are proposing that Oakland change during the switch to a new BWC/VMS system. If you have several suggestions or otherwise run out of space here, please attach the description and justification for your proposed changes on a separate sheet(s) with each being labeled with this requirement number.		

Domain	Architecture Category	Functional or Technology Category	Current Technology
End User	Presentation	Reporting	Crystal Reports
End User	Presentation	Browser	Microsoft Internet Explorer 10
End User	Presentation	GUI	Microsoft Windows App's
End User	Collaboration	Content Management	SharePoint
End User	Desktop Applications	Office Applications	Microsoft Office 365 in the Cloud
Application	Development and Deployment	IDE - Integrated Development Environment	Microsoft Visual Studio 2010

Domain	Architecture Category	Functional or Technology Category	Current Technology
Application	Development and Deployment	Web Development Framework	Microsoft .NET 3.5 SP1 and 4
Application	Development and Deployment	Application Testing Tools	Microsoft Team Foundation Server (TFS)
Information	Enterprise Data	Database Product and Platform	Microsoft SQL Server 2008 r2
Information	Enterprise Data	Email	Microsoft Office 365
Information	Enterprise Data	Personnel Scheduling	Kronos TeleStaff
Information	Enterprise Application	Geospatial Software Standard	Esri ArcGIS Server v10.2
Information	Enterprise Application	Geospatial Software Standard	Esri ArcGIS Desktop v10.2
Integration	Messaging and Transport	Message Oriented Middleware	SOAP
Integration	Messaging and Transport	Message Oriented Middleware	https
Integration	Service and Application	Service Integration/Orchestration	Microsoft SSIS
Integration	Service and Application	Information Exchange Standard	XML
Integration	Service and Application	Federal Exchange Standard	NIEM v3.0
Integration	Service and Application	Federal Exchange Standard	NDEX v2.1.1
Integration	Service and Application	Federal Exchange Standard	GRA
Integration	Service and Application	Federal Federated Identity and Privilege Management Standard	GFIPM
Integration	Business Service	SOA	Web Services (secure for PD)
Project Management	Governance	Project Management Tracking	Microsoft Project 2013
Project Management	Governance	Project Methodology	Project Management Institute (PMI) -- PMBOK 4.0
Network	Network and Communication Infrastructure	Firewall	Juniper
Network	Network and Communication Infrastructure	Switch and Router Hardware	Cisco

Domain	Architecture Category	Functional or Technology Category	Current Technology
Network	Network and Communication Infrastructure	Router and Switch Technology	TCP/IP and UDP
Network	Network and Communication Infrastructure	Encryption and IP Extension	NetMotionNetMotion
Network	Network and Communication Infrastructure	Wireless LAN	802.11n
Network	Network and Communication Infrastructure	Wireless LAN	https/SSL/ipSec
Platform	Server and OS Infrastructure	Standalone Server Hardware	HP
Platform	Server and OS Infrastructure	Rack and Blade Hardware	HP
Platform	Server and OS Infrastructure	Server Operating System	Microsoft Windows 2008 (Standard, Enterprise and Data Center Editions)
Platform	Server and OS Infrastructure	Virtualization	VMWare
Platform	Server and OS Infrastructure	Storage Area Network (SAN)	NexSan & HP 3PAR
Platform	Server and OS Infrastructure	Backup and Restore	Oracle ZFS and Commvault
Platform	Mobile and OS Infrastructure	Laptop Hardware	Panasonic Toughbook model CF-31
Platform	Mobile and OS Infrastructure	Laptop Operating System	Microsoft Windows 7 32/64-bit
Platform	Workstation and OS Infrastructure	Workstation Hardware	HP & Lenovo
Platform	Workstation and OS Infrastructure	Workstation Operating System	Microsoft Windows 7 32/64-bit
Platform	Printer	LAN/WAN	IP-Based
Platform	Printer	Printer Protocol and Formats	HP Deskjet and HP LaserJet
Security	Security Infrastructure	Directory, Meta-Directory and Virtual Directory	Microsoft Active Directory
Security	Security Infrastructure	Anti-Virus	TrendMicro AV

Domain	Architecture Category	Functional or Technology Category	Current Technology
Security	Security Infrastructure	CJIS Security Model	CJIS Security Policy 5.33
System Management	Operations Support and Monitoring	Helpdesk	Salesforce -- RemedyForce
System Management	Operations Support and Monitoring	Workstation Patch/Upgrade Management	Active Directory with an msi for the software
System Management	Operations Support and Monitoring	Mobile Patch/Upgrade Management	SAP Afarai

Figure 4: Technology Framework

10.3.2 TECHNOLOGY FRAMEWORK COMPLIANCE	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Oakland requires the new system comply the with technology framework components as specified in Figure 13.		

10.3.3 HARDWARE/INFRASTRUCTURE	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. The Respondent must provide a detailed bill of materials and corresponding costs for any required workstations, routers, firewalls, two-factor authorization tokens, etc.	Info	

10.3.4 NETWORK CAPACITY	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
<p><i>Figure 4 (see table of contents) provides Oakland's current network configuration and capacity for the Public Safety network. The network is used for email and accessing other City applications, in addition to the public safety applications.</i></p> <p>a. The Respondent's solution must require network capacity (e.g., throughput, speed, etc.) supportable by</p>		

the current network. Please indicate your solution's compliance with this requirement and also specify the network capacity required by the proposed solution to provide the users peak operational efficiency and availability:		
b. Please describe any particular or unique network hardware and/or configuration that the proposed system requires to provide peak operational efficiency and availability.		

10.3.5 IDENTITY AND ACCESS PRIVILEGE MANAGEMENT	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. The BWC/VMS system must have a robust and integrated security feature to manage user access and support reporting on user operations. The security component must allow a user to be uniquely identified and authorized to retrieve, enter and modify data.		
b. The security system must allow that users and functions/operations to be authorized as follows:		
1. Identify a user by a department or agency		
2. Assign a user to one or more roles/workgroups, e.g., User, Administrator, Internal Affairs, etc.		
3. Assign functions/operations to a role		
4. Limit one or more functions in a role to retrieve, entry and modify capabilities or only retrieve capability		
5. Limit user authorization at the data element level, based upon functions in a role		
6. Allow a System Administrator to manage users in one or more departments		

10.3.6 IDENTITY AUTHENTICATION	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. It would be highly desirable for the new BWC/VMS system to take advantage of the Active Directory sign-		

on information to provide a single logon capability.		
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10.3.7 SOURCE CODE	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. The City must insure that the source code for the installed systems is available in the event it becomes necessary for the City to take over the support of the system. To achieve this, the Respondent shall provide source code and source code documentation on all software except commercially provided software, e.g. MS-Word, Microsoft Excel, etc.		
b. After the installation and acceptance of the systems, whenever the Respondent provides software updates to their system they must provide the new source code to match the installed system.		
c. The City will require the Respondent to escrow the source code in electronic format as a part of contract negotiations.		

11 IMPLEMENTATION REQUIREMENTS

11.1 OVERVIEW

Implementation (or transition) requirements are those necessary to move the organization from their as-is state to the new, to-be state.

Vendors are required to present their concept of the project approach and organization for implementation of their solution with respect to:

- what must be done with people, process, and technology before the organization can move from the as-is to the to-be;
- awareness-building and training for the new way employees must work (process), including an outline of the differences from current to new; and
- change, archive or restructuring of data and information from their original structures or locations into their new data homes.

What is presented below is not purported to be an exhaustive list of requirements. The vendor must provide a comprehensive list of **all** implementation (transition) tasks specific to their proposed solution. Please refer to Section 6 (Response to Requirements) for instructions on how to respond to these requirements.

11.2 TRAINING

All members of each department who will be using the systems must be trained on all the applications that pertain to their job function.

Please refer to Section 3.3.7 (Response to Requirements) for instructions on how to respond to the specific requirements below.

11.2.1 DESCRIPTION OF TRAINING METHODS AND SCHEDULES	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Oakland requires a mix of Train-the-Trainer and Respondent supplied training.		
b. Oakland requires that the Respondent develop training plans that include change management to address the difficulties with making the transition from the old to the new system.		
c. Oakland requires that the new VMS include an		

online training system (tutorials) that provides for future training of new employees as well as follow-on training for existing staff. The online training should include videos by module and function that are easily accessible through a directory to make section and viewing easy for the trainee.		
d. Oakland also requires all quick guides and manuals be available in electronic format.		
e. All tutorials, documentation, and training databases shall be kept up-to-date with the current software version.		
f. A required element of training plan must include post go-live training refresher and Q&A sessions since it is only when the system has been used in a production environment for a sufficient period of time that users even begin to develop an appreciation for what they don't know and/or need clarification on.		
g. Detail the nature of the Training, materials, schedules, syllabuses, handouts and other training-related material to be provided.	Info	
h. Training must be conducted at a City of Oakland facility.		
i. Detail the resources you need from the City of Oakland including the number of workstations, classrooms, etc.	Info	
j. Please include an outline of your recommended on-going user training. Ongoing training may include classes, annual conferences, user groups, certifications, and other measures you recommend, or require, for users of your system.	Info	

<u>11.2.2 DOCUMENTATION</u>	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. The Vendor must describe its overall approach to providing the City of Oakland with a comprehensive		

set of user, system, and management documentation.		
b. The City of Oakland prefers both online, or otherwise electronic documentation, and hard-copy documentation volumes. The online documentation must describe the components, functions, and operations of each function.		
c. Operations descriptions must include a list and description of all error conditions, and for each error condition, the associated error message that is displayed and the action required of the operator.		
d. Additionally, the City of Oakland expects that online documentation must be maintained and updated throughout the life of the system to reflect hardware/software version updates and modifications. Describe how this is to be accomplished.		

11.3 STANDARDS OF PERFORMANCE & ACCEPTANCE:

This section establishes a standard of performance, which must be met before Oakland accepts the system. Note: Oakland will retain 20% of the total cost until system acceptance.

The performance period shall begin when the Respondent notifies Oakland that they have completed their testing and will continue for a period of thirty- (30) consecutive calendar days to determine if the system performs as follows:

1. In accordance with the manufacturers published specifications, including without limitations all applicable run times and response times as noted in your response to System Performance.
2. Oakland's functional requirements and routine business transactions.

To accomplish this, Oakland with the assistance of Respondent when necessary/requested, will prepare scripts for this test. These scripts will mirror the day-to-day activity within each job function to assure that all functions, features, modifications, etc. perform.

In the event the system fails to meet the standard of performance during the initial thirty- (30) consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of thirty- (30) consecutive days.

If the system fails to meet the standard of performance after ninety- (90) calendar days, Oakland may elect one of the following and so notify Respondent in writing of such election:

- A. Oakland may allow the Respondent additional time to correct the problem(s).
- B. Oakland may terminate the license agreement and request the removal of the software with no charges or penalties and all monies paid will be returned to Oakland.
- C. Oakland may demand, and Respondent agrees, to install a direct replacement of the software or hardware causing the failure. Such direct replacement shall be subject to all provisions of this section.
- D. Oakland may demand, and Respondent agrees to install, additional software or hardware as necessary to correct the failure. Such additional software shall be added at no cost to Oakland and shall be subject to acceptance as provided in this section.

The system shall not be accepted nor shall any obligation for final payment exist unless and until the foregoing standard of performance is met.

11.4 IMPLEMENTATION

To ensure appropriate testing, Oakland requires the Respondent to provide comprehensive Test Plans and Test Procedures.

11.4.1 USER PREPARATION AND TRANSITION	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. The Respondent’s approach to implementation must include a clear statement of implementation roles and responsibilities – for both the Respondent’s team and for the Oakland team - must be agreed prior to the start of implementation.		
b. The Respondent’s approach to implementation must include the sharing of the overall project plan – in both hardcopy and electronic format (e.g., Microsoft Project file)		

11.4.2 DATA CONVERSION AND MIGRATION	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Oakland is likely to want the VMS data and BWC videos from the current system migrated to the new system. Describe in detail, your proposed approach,	Info	

<p>methodology, and expectations for reviewing the current data and developing a plan for conversion. Details required will include a discussion of a similar project, tools and methods used, the resources required from the City of Oakland and pricing. The City of Oakland has limited resources to assist in the data conversion and would prefer proposals that utilize resources provided by the Vendor. A Microsoft Project file, detailing your plans for the Assessment, is preferred.</p>		
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11.4.3 LICENSING	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Oakland requires that the proposed application software be the Respondent's most current version.		
b. Licenses must also be provided by the Respondent for all infrastructure components (e.g., OS licenses, database server licenses, etc. <i>Respondent must list each item in the pricing spreadsheet accompanying this RFP.</i>		

Please describe, in detail, what equipment, devices, and software is needed to support your proposed solution. All proposals must be designed as a stand-alone configuration and have all equipment and databases installed at the City of Oakland ITD identified locations. This section must contain items such as, but not limited to, estimated SAN disk space, minimum requirements of OPD equipment and proposed server, software, performance expectations, standards, protocols, security, and in general, a thorough discussion and component list. Diagrams and tables are required.

Please describe what preparations the City of Oakland must complete before Phase I is initiated. Preparations may include, but are not limited to, environmental, data communications, testing, and/or other tasks. In this section will be your systems required environment, needed server(s), networking, and minimum specifications for the server(s) and workstations.

In this section, please list what resources you will expect the City of Oakland to provide. Resources are to include, but are not limited to, full and part-time City of Oakland staff, access to areas and information, equipment, office space, and other needs that you require the City of Oakland to fulfill.

12 SUPPORT AND MAINTENANCE REQUIREMENTS

After system acceptance and warranty expiration, the Respondent shall provide support and maintenance for all software and hardware proposed and implemented in this project. Various OPD personnel may be available to fulfill limited administrative functions, but their responsibilities will be limited to routine maintenance as mutually agreed by the Respondent and Oakland. We assume this would include functions such as adding users, code table maintenance, adding agency units, etc.

Respondents must include pricing for support/maintenance on a 24 X 7 X 365 basis inclusive of remote diagnostics and all upgrades and enhancements aimed at achieving efficient operation of the system and providing safe and adequate services at all times. Please refer to Section 6 (Response to Requirements) for instructions on how to respond to these requirements.

12.1 SUPPORT & WARRANTY REQUIREMENTS	Response (0-5)	If your response is other than a 5 or you want to provide more info, please describe:
a. Describe the number of employees in Respondent's dedicated support staff, their location(s), average tenure	Info	
b. All components of Respondent's solution (e.g., cameras, related hardware and cables, VMS system) will have a one-year warranty.		
c. Extended warranties are available for Cameras and related hardware. Describe.		
d. Describe days and hours of availability for first-line telephone and email support	Info	
e. Describe support escalation process and days and hours availability of escalation support resources (e.g., Tier 2 and Tier 3 support)	Info	
f. Support services shall include a toll-free number for services issues, a support email address and remote diagnostic capability.		
g. Acknowledgment of support/maintenance call must be within one hour after receipt. Responses must be by telephone, email or text messaging.		

<p>h. Responses must be by telephone or email - text messaging is not an acceptable response. Problem resolution will be in accordance with the following:</p> <p>Priority 1 – Entire system is inoperative. This commands the highest level of priority and fastest repair. Priority 1 calls require immediate response. Immediate response means a technical person, capable of resolving the problem, is working with Oakland to resolve the problem within one hour after the Respondent received the initial call.</p> <p>Priority 2 – Components of the system are disabled; major function(s) inoperative or component failure has occurred. The system is still operational with the exception of these failed components. Repair is needed as soon as possible. Response by Respondent technical personnel shall be no later than two hours after of the Respondent received the initial call.</p> <p>Priority 3 – Minor system issue or redundant component failure. The system is still fully functional. Acknowledged and responded to within 48 hours and repaired as quickly as practical.</p>		
<p>i. The first year of support will not commence until after the system has been accepted and the required 1-year warranty has expired. Thereafter, support and maintenance costs may not increase by more than 2% over the previous year’s cost or the Employment Cost Index, Private Industry Wages and Salaries, 12-month percent change, not seasonally adjusted for the West Coast Area, whichever is less.</p>		
<p>j. The vendor must notify Oakland system administrators of software updates at least 30 days prior to their installation unless the update is needed to cure a Priority 1 problem, or unless otherwise given written permission by an authorized representative of Oakland ITD and OPD. All software updates must be tested and accepted prior to installing globally in their respective systems.</p>		
<p>k. Please detail what support and maintenance</p>	Info	

<p>structures will be provided to the users and administrators of the system including services, such as, but not limited to, response time, help desk, on-line resources, both on-site and off-site technical support, additional training assets, system bug fixes.</p>		
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13 PRICING

Respondents are asked to provide a pricing proposal that breaks down all elements of the proposal including quantity, unit price, applicable discounts, applicable taxes, service fees, maintenance fees, support fees and any other fees or costs associated with Respondent's proposal. For the purposes of this RFP, Respondent should assume the City intends to acquire:

- 1,000 body-worn cameras and associated accessories, cables, etc.
- VMS software sufficient to achieve the stated requirements
- A storage subsystem capable of providing the required functionality and to hold the current amount of stored video and audio and enough capacity to store another 10 years of video and audio at today's annual rates. If Respondent is proposing an on-premises or hybrid storage solution, the should include in their cost estimate all hardware, software, cabling and related costs. If there is a web-based component, Respondent should include any up-front costs, annual costs (given current storage and growth assumptions), any data ingress or egress charges and any other costs associated with the proposed solution
- Any costs associated with application program interface libraries or interfaces to other systems as specified in this RFP
- Implementation services needed to implement the required system
- Support & Maintenance needed to fully support and maintain the proposed system
- Any other costs not identified in the categories above

A spreadsheet was provided with this RFP for the purpose of providing a detailed breakdown of the Respondent's cost proposal. Please complete this spreadsheet making sure that ALL elements of Respondent's proposal are included and submit both a printed and electronic copy of this spreadsheet in a separate, sealed envelope and accompanying electronic media (e.g., thumb drive)

Respondent must provide total pricing over a ten-year period to include all costs over that period.

The City reserves the right to negotiate the cost of the system once Finalist(s) are selected.

14 GLOSSARY OF TERMS

Term	Description
ITD	Information Technology Department
OPD	Oakland Police Department
RMS	Records Management System
AVL	Automatic Vehicle Location
CFS	Calls For Service
EOC	Emergency Operations Center
SSM	System Status Management
CLETS	California Law Enforcement Telecommunications System
NSA	Oakland's Negotiated Settlement Agreement
GUI	Graphic User Interface
ADA	Americans with Disabilities Act
PMP	Project Management Professional
NCIC	National Crime Information Center
FBR	Field-Based Reporting
BWC	Body-Worn Camera
VMS	Video Management System

15 ADDITIONAL CITY ATTACHMENTS

15.1 ATTACHMENT A: SAMPLE PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT

SAMPLE

PROFESSIONAL SERVICES

AGREEMENT

BETWEEN THE CITY OF OAKLAND

AND _____

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EXHIBITS

- Exhibit 1 Statement of Work
- Exhibit 2 Bill of Materials
- Exhibit 3 Maintenance Agreement
- Exhibit 4 Performance Bond
- Exhibit 5 Contractor's RFP Proposal and Project Proposal Presentation
- Exhibit 6 Contract Compliance Provisions

1. Business Tax Certificate
2. Inspection of Books and Records/Right to Audit
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Exhibit 7—City Schedules

1. Combined Schedule Form
 - a. Schedule B-1 - Declaration of Compliance with the Arizona Resolution
 - b. Schedule C-1 - Compliance With The Americans With Disabilities Act
 - c. Schedule D - Ownership, Ethnicity and Gender Questionnaire
 - d. Schedule K – Pending Dispute Disclosure Form
 - e. Schedule M - Part A - Independent Contractor Questionnaire
 - f. Schedule N - Declaration Of Compliance With Living Wage Ordinance (Professional Services, Grants and Design Build Projects only)
 - g. Schedule N-1 - Equal Benefits Declaration Of Nondiscrimination
 - h. Schedule P - Nuclear Weapons Proliferation Ordinance
 - i. Schedule U - Compliance Commitment Agreement
 - j. Schedule V - Affidavit Of Non-Disciplinary Or Investigatory Action
2. Schedule E - Project Consultant Team Form
3. Schedule O - Disclosure of Campaign Contributions Form
4. Schedule Q - Professional & Specialized Services Insurance Requirements

**AGREEMENT TO PROVIDE
PROFESSIONAL SERVICES AND RELATED PRODUCTS
BETWEEN THE City OF OAKLAND
AND _____**

This Agreement to provide Professional Services and Related Products as applicable and as set for with specificity herein [“Agreement”] is entered into as of the date when fully executed below between _____, a _____ corporation (“Contractor”) and the City of Oakland (“City”), a municipal corporation, One Frank H. Ogawa Plaza, Oakland, California 94612, who agree as follows:

RECITALS

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

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

WHEREAS, Contractor is the developer or distributor of software products, hardware and provides related professional services [“Services”]; and

WHEREAS, City is part of and provides information technology services to the various City departments, offices, and programs; and

WHEREAS, City wishes to acquire Contractor’s Services as specifically set forth in this Agreement, including the Statement of Work [“SOW”] attached hereto and

WHEREAS, the following Exhibits and Schedules are attached to and incorporated by reference into this Agreement:

Exhibit 1 Statement of Work

Exhibit 2	Bill of Materials
Exhibit 3	Maintenance Agreement
Exhibit 4	Performance Bond
Exhibit 5	Contractor's RFP Proposal and Project Proposal Presentation
Exhibit 6	Contract Compliance Provisions
Exhibit 7	City Schedules

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

Definition

a. "Acceptance" as used herein shall mean the acceptance of Services by City in writing in accordance as provided in Section [INSERT] and Section [INSERT] of Exhibit 1, the Statement of Work ["SOW"] confirming that the Services and Deliverables comply in all material respects with the Specifications.

b. "Acceptance Certificate" as used herein shall mean the document substantially in the form of Attachment 1 to the SOW which City shall issue to Contractor when Contractor satisfactorily completes the Testing and Acceptance provisions for Contractor's Deliverables or Services; an Acceptance Certificate must accompany each invoice Contractor submits to City;

c. "Payment" as used herein shall mean City's payment to Contractor for Deliverables or Services pursuant to an invoice accompanied by an Acceptance Certificate indicating City has accepted the invoiced Deliverables or Services as provided in Section [INSERT] and Exhibit 1; "

d. "Special Circumstances" as used herein means the post September 11, 2001 demands to develop and deploy a comprehensive technology interface that integrates key City of Oakland, Port of Oakland, and third party stakeholder systems that require the automation of primary safety and security related tasks and identification of specific countermeasures to various threat scenarios which are essential to enhanced safety and security of the City/Port environments;

e. OTHERS AS THE PARTIES DEEM APPROPRIATE, E.G. DELIVERABLES, SERVICES, SPECIFICATIONS, REQUIREMENTS, TECHNICAL TERMS;

2. Priority of Documents

In the event of conflicting provisions as between the following documents, except as otherwise expressly stated, the provisions shall govern in the following order: the Amendments to this Agreement, Change Notices (as defined in Section [INSERT] of this Agreement) in reverse chronological order of adoption, this Agreement and its Exhibits. The Exhibits shall govern in numerical order as set out in this Agreement.

3. Conditions Precedent

a Contractor must provide City with the following before the Agreement will become effective:

- (1). A copy of Contractor’s City of Oakland Business Tax License which must be kept current for the duration of the Agreement and shall be attached to this Agreement as part of Exhibit 5;
- (2). A completed set of the City of Oakland Schedules which shall be attached to this Agreement as Exhibit 5;
- (3) A copy of Contractor’s Performance Bond which shall be attached to this Agreement as Exhibit 4 and incorporated herein by this reference.

b. Contractor and City must complete and agree upon and execute a Statement of Work before the Agreement will become effective and which shall be attached to this Agreement and incorporated herein by this reference.

4. Statement of Work

Contractor agrees to perform the services (“Services”) and provide the deliverables (“Deliverables”) specified in EXHIBIT 1 the Statement of Work, which is attached to this Agreement and incorporated herein by this reference.

5. Initial Term

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

6. City Requirements for Project Deliverables

a. As is set forth with specificity in the Statement of Work [Exhibit 1], this Project will require Contractor to provide the Services necessary to complete the Design-Build-Maintain Technology Linkage System (TLS) including, but not limited to the integration, enhancement, development, configuration, and maintenance of the specified systems (existing and new) relative to the DAC.

b. This Project is part of the post September 11, 2001 demands to develop and deploy a comprehensive technology interface that integrates key City of Oakland, Port of Oakland, and third party stakeholder systems that require the automation of primary safety and security related tasks and identification of specific countermeasures to various threat scenarios which are essential to enhanced safety and security of the City/Port environments [“Special Circumstances”]

c. Contractor will be responsible for the entire Scope as set forth in Exhibit 1,, the SOW, including, but not limited to being solely responsible for coordinating the activities of all team members, and ensuring that the Scope is fulfilled to the City’s satisfaction in accordance with this Agreement.

d. Contractor must provide a turnkey solution for the Project at a firm, fixed price which shall, in no event, exceed [INSERT].

.

7. Contractor Warranty and Indemnification of Services

a. In recognition of City’s reliance on its Services and the Special Circumstances of this Project, Contractor warrants that its Services will be suitable for the purpose intended and fully meet City’s Requirements. Subject to Section [INSERT] [Limitation on Liability], Contractor agrees to fully indemnify City for all liabilities, claims, losses, damages and expenses, including without limitation, reasonable attorney’s fees, arising from any failure by Contractor in the performance of the Services as required hereunder.

b. Contractor acknowledges that City is a provider of public and municipal services to the public and residents of the City of Oakland and that City's reliance on and use of Contractor's Deliverables will be vital to: (a) the business operations of the City; (b) the orderly and efficient provision of public and municipal services by the City; and (c) the health and safety of City's residents; and therefore, that any unauthorized interruption of City's business and operations could result in substantial liability to City. In recognition of City's status as a provider of such public and municipal services, Contractor warrants and represents that Contractor shall not at any time during the term of this Agreement and thereafter render the Software unusable or inoperable, take possession of the Deliverables provided to City by Contractor or Contractor's subcontractors or in any way deliberately take actions limiting Contractor's liability under this Agreement. If Contractor takes any such actions, Contractor shall be liable for and indemnify City for all liabilities, claims, losses, damages and expenses, including without limitation, reasonable attorney's fees, arising from Contractor's actions the Services and Deliverables (a) will be free from defects in design, workmanship and materials, delivered to City hereunder; (b) will conform in all material respects to the Specifications

c. Contractor represents that it will use all reasonable efforts, including appropriate testing, to ensure that the Software does not contain viruses, contaminants, or other harmful code that may harm the Software, City systems or other City software.

d. Contractor represents that it owns or has the unencumbered right to license and/or assign to City, as provided in this Agreement, the Deliverables and all results of Services delivered to City hereunder, including all required Intellectual Property Rights therein

e. Contractor represents that it has the requisite experience, certifications, skills and qualifications necessary to perform the Services in: (i) a timely, competent, and professional manner, and (ii) accordance with applicable governmental requirements, statutes, regulations, rules and ordinances including, without limitation, applicable data privacy laws and regulations ("Law");

f. Except for the express representations and warranties made in this Agreement, the Contractor makes no representation, acknowledgement, condition or warranty of any kind whatsoever under this Agreement or otherwise, including without limitation, any statutory, express, implied or other warranties or any warranty of merchantability or fitness for any particular purpose regarding any Services, deliverable or any other product delivered to the City under this Agreement.

8. Payments.

a. Upon performance of the Services (as defined in Section 6 of this Agreement and in the Statement of Work) and the completion of each Deliverable (as defined in Section 6 of this Agreement and in the Statement of Work) which City has previously Authorized (as defined in Section 8(c) of this Agreement), and City's Acceptance (as defined in Section 8(c) of this Agreement) of that Deliverable, Contractor will invoice City for the Services and Deliverable. The

invoice must be accompanied by an Acceptance Certificate (as defined in Section 9.3(b) of this Agreement) for the Services or Deliverable being invoiced. City will pay Contractor's invoice within thirty (30) days of City's receipt of Contractor's invoice. All such payments from the City shall be in immediately available funds and in U.S. dollars. Any amounts invoiced for Deliverables for which City has provided its Acceptance which City has not paid within 30 days of City's receipt of Contractor's invoice shall accrue interest at the rate of six percent (6%) per annum until paid in full.

b. For the purposes of this Agreement:

"Authorized" shall mean that the City has reviewed the proposed project plan ["Project Plan"] with Contractor during the bi-weekly meetings between the Parties as set out in the Statement of Work attached to this Agreement as Exhibit 1 ("SOW") and has provided written approval to Contractor to continue providing the Services and Deliverables contemplated under the Project Plan.

"Acceptance" or "Accepted" shall mean that the City has reviewed the Authorized Services or Deliverables upon Contractor's completion of same and accepted them, in writing, in accordance with Section 14 of this Agreement and as provided in the SOW.

c. Contractor acknowledges and agrees that City shall have no obligation whatsoever to pay Contractor for any Services or Deliverables performed which have not been Authorized by the City as contemplated herein. Contractor further acknowledges and agrees that City shall have no obligation whatsoever to pay Contractor for any Services or Deliverables it has not Accepted as provided herein (Acceptance, Section 14).

9. Acceptance

9.1 Unless otherwise agreed in writing, the Parties agree that:

a. When Contractor completes each Authorized Deliverable ("Deliverable"), the City shall have five (5) Business Days, or such longer period of time as the Parties may agree upon or as is set out in the SOW (the "Acceptance Period"), from the City's receipt of the Deliverable to review and either provide its Acceptance of the Deliverable and an Acceptance Certificate or written notice of its rejection setting out in detail the reasons why such Deliverable failed to be Accepted in accordance with Section 9.2 of this Agreement;

b. For each Deliverable, when corrective action is required by the City's written notice of deficiencies, Contractor shall have five (5) Business Days, or such longer period of time as the Parties may agree upon, to correct the deficiencies City has identified as provided herein ["Corrective Action Period"];

- c. For each Deliverable, Contractor shall be given at least two opportunities to correct the deficiencies identified by the City, unless the Parties otherwise mutually agree;
- d. Contractor shall correct any deficient Deliverables for which the City has delivered written notice to Contractor as set out in subsection 9.1(b) above such that the Deliverable complies with the requirements set out under this Agreement,
- e. If Contractor fails to remedy a deficient Deliverable after both opportunities to remedy as set out in subsection 9.1(d) above, then such failures shall constitute a material default of this Agreement; and
- f. Changes to Deliverables for which the City has provided Acceptance will be handled through the Change Notice process set out at Section 12 of this Agreement and Contractor will start no work on any change until the Parties have approved and executed any applicable Change Notice.

9.2 Upon delivery by Contractor of any Deliverable and within the Acceptance Period, the City shall review such Deliverable to determine if such Deliverable meets the applicable Acceptance Criteria as set out in the SOW, and

- a. if such Deliverable meets the applicable Acceptance Criteria or is otherwise, used or acted upon by the City, the Deliverable will be deemed Accepted on such date unless City has given notice to Contractor that it needs to use or act upon the Deliverable in order to determine whether or not it is acceptable,
- b. if such Deliverable does not meet the applicable Acceptance Criteria, the City will provide written notice by no later than the end of the Acceptance Period to Contractor setting out reasonable particulars of any deficiency and Contractor will, within the Corrective Action Period, re-work the Deliverable to meet the applicable Acceptance Criteria, or
- c. if the City fails to provide written notice rejecting the Deliverable, or fails to respond to Contractor in writing by the end of the Acceptance Period, then the City will be deemed to have Accepted such Deliverable.

Once the City Accepts a Deliverable under the terms of this Section 9, including its subparts, City will issue Contractor an Acceptance Certificate which must accompany Contractor's invoice to City for that Deliverable.

9.3 For the purposes of this Agreement:

- a. "Acceptance Criteria" means reasonable and objective criteria jointly established and agreed to in writing by the City and Contractor describing the criteria for the completion and acceptability of Deliverables all as more particularly set out in the SOW;

b. "Acceptance Certificate" means a certificate authorized and signed by the City indicating that the City has Accepted the specific Deliverable or Service to which the Acceptance Certificate relates,

10. Proprietary or Confidential Information of the City

Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other Party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing Party to the receiving Party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of either Party.

Each Party agrees to keep confidential and not disclose to any third party and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving Party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each Party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

10.3 Exceptions.

The obligations of this Section shall not apply if receiving Party can prove by appropriate documentation, where appropriate, that such Confidential Information (i) was known to the receiving Party as shown by the receiving Party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving Party subsequent to the time of the disclosure thereof, (iv) is or was independently developed by the Contractor without access to or use of the Confidential Information; (v) was provided to the Contractor by a third party who, to the best of the

Contractor's knowledge, was not bound by any confidentiality obligation related to such Confidential Information; or (vi) is required by law or government order to be disclosed by the receiving Party, provided that the receiving Party shall (i) notify the disclosing Party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

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

11. Ownership of Results

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

12. Change Notices

(a) Upon fifteen (15) days' written notice to Contractor, City shall have the right to request changes in the provision of any future Deliverables under this Agreement by delivering to Contractor a change notice ("Change Notice"), provided that any and all such changes shall be subject to Contractor's written consent. Each Change Notice may specify changes to the

Software Contractor is to provide hereunder and the manner in which Contractor is to provide the Software. If any Change Notice causes an increase or decrease in the price or the time required for performance under this Agreement, an equitable adjustment jointly agreed upon by City and Contractor shall be made and the Agreement shall be modified in writing accordingly.

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

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

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

(a) Excusable Delays (Force Majeure)

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

b) Schedule of Liquidated Damages.

City and Contractor recognize that time is of the essence in the performance of this Agreement and that City will suffer financial loss in the form of contract administration expenses (including project management and consultancy expenses), delay and loss of public use, if Contractor does not complete its Services and the Deliverables associated therewith within the respective times specified in this Agreement and in the SOW, plus any extensions that are allowed in accordance with this Agreement. Contractor and City agree that because of the nature of the Services as provided by this Agreement, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of the delay in completion or timely delivery of the Services. Accordingly, City and Contractor agree that Contractor shall pay City the following liquidated damages measures:

(i) Deliverables: \$500.00 for each calendar day that expires after the time specified in the Scope of Work for Contractor to provide and for City to accept the Deliverables specified in the SOW.

(ii) Milestones: \$1,000.00 for each calendar day that expires after the time specified in this Agreement for Contractor to complete the Milestone set forth in this Agreement and to complete all “inexcusable delay” events

14. Limitation on Liability

(a) Either party's liability to the other party for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed \$4Million or the total value of this Agreement, whichever is greater.

(b) In no event shall either party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

(c) This limitation of liability shall not apply to all actions, demands, or claims by any third party for death, bodily injury, damage to tangible property in connection with or arising under this Agreement, nor to any intentional misconduct, recklessness, or gross negligence or to Contractor’s Confidentiality (Section 10) and indemnification (Section 16) obligations as set forth in this Agreement.

15. Performance Bond

Prior to this Agreement being effective and binding on the City, Contractor shall file with City Clerk and with the City representative to whom Notices should be sent as is specified below in Section [INSERT] (“Notices”) a Corporate surety bond, in the form of a Performance Bond, in the penal sum of 100% of the total contract amount of this Agreement to guarantee both faithful performance of Contractor’s Services and a source of revenue for the City to complete the Services under this Agreement should Contractor default or become insolvent. City’s representative shall attach a copy of the Bond to this Agreement as Exhibit 4. Contractor must keep the Performance Bond current for the duration of this Project.

16. Indemnification

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

- any grossly negligent (passive or active) or willful acts or omissions in the course of performance by Contractor under this Agreement,
- any claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;

(b) Proprietary Rights Indemnity. Contractor shall indemnify, defend, save and hold harmless Indemnitees from any and all Actions arising out of claims that the Software, infringes upon or violates the Intellectual Property Rights of others. If the Software will become the subject of an Action or claim of infringement or violation of the Intellectual Property Rights of a third party, City, at its option shall require Contractor, at Contractor's sole expense to: (1) procure for City the right to continue using the Software; or (2) replace or modify the Software so that no infringement or other violation of Intellectual Property Rights occurs, if City determines that: (A) such replaced or modified Software will operate in all material respects in conformity with the then-current specifications for the Software; and (B) City's use of the Software is not impaired thereby. Contractor's obligations under this Agreement will continue uninterrupted with respect to the replaced or modified Software as if it were the original Software.

(c) For the purposes of the indemnification obligations set forth herein, the term "Contractor" includes, without limitation, Contractor, its officers, directors, employees, representatives, agents, servants, sub consultants, and subcontractors.

(d) Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any Action which potentially falls within this indemnification provision, which obligation shall arise at the time an Action is tendered to

Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any Action arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.

(e) City shall give Contractor prompt written notice of any Action and shall fully cooperate with Contractor in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests. Notwithstanding the foregoing, City shall have the right, if Contractor fails or refuses to defend City with Counsel acceptable to City, to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold payments due Contractor in the amount of reasonable defense costs actually incurred. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.

(f) All of Contractor's indemnification obligations hereunder are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.

(g) Contractor's indemnification obligations hereunder shall not be limited by the City's insurance requirements contained in Schedule B hereof, or by any other provision of this Agreement.

17. Termination

(a) Termination for Breach. If Contractor breaches any material obligation under this Agreement and fails to cure the breach within 30 days of receipt of written notice from City of said breach, City may terminate the Agreement and, at its option: (i) subject to the Limitation on Liability (Section 14), recover all direct damages it incurs as a result of Contractor's breach; (ii) require that Contractor repay City all monies City has paid Contractor under this Agreement or (iii) retain the portion of Contractor's Deliverables that the City has accepted and paid Contractor for and complete performance of the Agreement with another vendor. In the event City elects to complete performance of the Agreement with another vendor, Contractor shall remain liable for any increase in costs to City of completing the Agreement in excess of the price City would have paid Contractor for completing the Agreement.

(b) Contractor may terminate this Agreement if City breaches a material provision of the Agreement and does not cure the breach within 30 days of written notice from Contractor of

said breach. In such event, Contractor will be entitled to payment for Deliverables which City has accepted in accordance with the Testing and Acceptance provisions of this Agreement.

(c) Bankruptcy. Either party may immediately terminate this Agreement if (i) the other party files a petition for bankruptcy or has filed against it an involuntary petition for bankruptcy which is not dismissed within 60 days of its filing, (ii) a court has appointed a receiver, trustee, liquidator or custodian of it or of all or a substantial part of the other party's property, (iii) the other party becomes unable, or admits in writing its inability, to pay its debts generally as they mature, or (iv) the other party makes a general assignment for the benefit of its or any of its creditors.

(d) Termination for Convenience by City. City may terminate this Agreement for any reason at any time upon not less than sixty (60) days' prior written notice to Contractor. After the date of such termination notice, Contractor shall not perform any further services or incur any further costs claimed to be reimbursable under this Agreement, any Purchase Order, Change Order, or Change Notice without the express prior written approval of City. As of the date of termination, City shall pay to Contractor all undisputed amounts then due and payable under this Agreement.

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

18. DISPUTE RESOLUTION

a. If dispute or disagreement among the Parties arises with respect to either Party's performance of its obligations hereunder, or any provision of or interpretation of the Agreement, the Parties agree in good faith to attempt to resolve such dispute or disagreement (a "Dispute") prior to submitting the Dispute to mediation, arbitration or litigation in accordance with this Section 18. Such resolution efforts shall involve the City Administrator of the City of Oakland and an executive officer of Contractor, together with such other persons as may be designated by either Party.

b. Any Party may commence said resolution efforts by giving notice, in writing, to any other Party. Such notice shall include at least a description of the Dispute and any remedial action that the Party commencing the resolution procedure asserts would resolve the Dispute. Upon receiving such notice, the Party against whom the Dispute is brought shall respond in writing

within five (5) Business Days. The Parties shall then meet and confer in a good faith attempt to resolve the Dispute.

c If the Dispute has not been resolved within five (5) Business Days after the Subsection 18.b. notice is given, and unless the Party initiating the Dispute does not wish to pursue its rights relating to such Dispute or desires to continue the Pre-Mediation Dispute Resolution, then such Dispute will be automatically submitted to mediation. The mediation will be conducted in Alameda County by a single mediator selected by the Parties to the Dispute by mutual agreement or by the use of the Commercial Arbitration Rules of the American Arbitration Association for selecting an Arbitrator [“AAA RULES”] The Parties to the Dispute shall evenly share the fees and costs of the mediator. The mediator shall have twenty (20) Business Days from the submission to mediation to attempt to resolve such Dispute. If the Dispute is not resolved within that time period, the parties will be entitled to pursue such matter by demanding arbitration under the AAA RULES or instituting litigation.

19. Commencement, Completion and Close-out

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

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

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

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

20. Bankruptcy.

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

21. Assignment

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

22. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right

to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

23. Publicity

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

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

24. Conflict of Interest

(a) Contractor

The following protections against conflict of interest will be upheld:

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

(2) Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

(3) Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.

(4) Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

(5) Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than \$500 in the previous 12 months, or value of the gift totaled more than \$350 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

(6) Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "City officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

(7) Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

(b) No Waiver

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

(c) Remedies and Sanctions

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

25. Validity of Contracts

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

26. Governing Law

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

27. Headings

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

28. Construction

(a) Except as provided in Section 15 (b) above, acceptance or acquiescence in a prior course of dealing or a course of performance rendered under this Agreement or under any Change Order, or Change Notice, shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

(b) The language in all parts of this Agreement and any Purchase Order, Change Order, or Change Notice, shall in all cases be construed in whole, according to its fair meaning, and not strictly for or against, either Contractor, City regardless of the drafter of such part.

28. Waiver

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

30. Independent Contractor

(a) Rights and Responsibilities

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

(b) Contractor's Qualifications

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

(c) Payment of Income Taxes

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

(d) Non-Exclusive Relationship

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

(e) Tools, Materials and Equipment

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

(f) Cooperation of the City

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

(g) Extra Work

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

31. Attorneys' Fees

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

32. Counterparts

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

33. Remedies Cumulative

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

34. Severability/Partial Invalidity

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

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

35. Access

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

Services or Work by Contractor on City's property or property under City's control, Contractor agrees:

to accept full responsibility for performing all Services or work in a safe manner so as not to jeopardize the safety of City's personnel, property, or members of the general public; and

to comply with and enforce all of City's regulations, policies, and procedures including, without limitation, those with respect to security, access, safety and fire protection, City's policy against sexual harassment, and all applicable state and municipal safety regulations, building codes or ordinances.

36. Entire Agreement of the Parties

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

37. Modification

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

38. Notices

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

(City of Oakland)

cc: (name)

Deputy City Attorney

1 Frank Ogawa Plaza, 6th Fl.
Oakland, CA 94612

(Contractor)

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

39. Right to Offset

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

40. No Third Party Beneficiary

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

41. Survival

Sections (TBD) of this Agreement, along with any other provisions which by their terms survive, shall survive the expiration or termination of this Agreement.

42. Time is of the Essence

The Special Circumstances of this Agreement require Contractor's timely performance of its obligations under this Agreement. Therefore, time is of the essence in the performance of this Agreement.

43. Authority

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

SO AGREED:

City of Oakland,
a municipal corporation

Contractor

(City Administrator's Office) (Date) (Signature) (Date)

(Department Head Signature) (Date) Business Tax Certificate No.

Approved as to form and legality: _____
Resolution Number

(City Attorney's Office Signature) (Date)

END OF PROFESSIONAL SERVICES CONTRACT SAMPLE

15.2 ATTACHMENT B: SCHEDULES REQUIRED WITH PROPOSAL - E, E-2, O AND Q

15.2.1 SCHEDULE E: PROJECT CONSULTANT TEAM LISTING

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf> or request for a copy from Paula Peav at ppeav@oaklandnet.com or phone number 510-238-3190

(See next page)

15.2.3 SCHEDULE O: ACKNOWLEDGEMENT OF CAMPAIGN CONTRIBUTION LIMITS

SCHEDULE O



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

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

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

Contractor Name _____ Phone ____ - ____ - _____

Street Address _____ City _____, State ____ Zip _____

Type of Submission (check one) Bid Proposal Qualification Amendment

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

Individual or Business Name _____ Phone ____ - ____ - _____

Street Address _____ City _____, State ____ Zip _____

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

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

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

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

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

_____/_____/_____
Signature Date

Print Name of Signer Position

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

Date Received by City: ____/____/____ By _____

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

Revised 3/2/2009

**INSURANCE REQUIREMENTS
PROFESSIONAL AND SPECIALIZED SERVICES AGREEMENTS**

(Revised 08/01/11)

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

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

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability arising from premises operations, independent Contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)
 - A. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents and employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents and employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement).
 - B. Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 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. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

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

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees and volunteers as insured's in the Comprehensive Commercial General Liability policy. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

- ii. Cancellation Notice: 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment;
- iii. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and sub contractors.
- iv. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- v. Insurer shall carry insurance from admitted companies with a Best Rating of A VII or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

Sub contractors

Should the Contractor subcontract out the work required under this agreement, they shall include all sub contractors as insured's under its policies or shall maintain separate certificates and endorsements for each sub contractor. As an alternative, the Contractor may require all sub contractors 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 sub contractor's General Liability policy. All coverages for sub contractors 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 and employees 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 rights to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

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

END OF SCHEDULE Q – INSURANCE REQUIREMENT

15.3 ATTACHMENT C: CITY SCHEDULES AND POLICIES COLLECTED PRIOR TO CONTRACT EXECUTION

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-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*)
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 Schedule¹” 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>.
- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation
- 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) – 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>.

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

- 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_CH2.28LIWAOR.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 111478 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 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> (see Combined Schedules)

PLEASE NOTE: *By submitting an RFP/Q, NIB or Grants to the City Of Oakland the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*