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AGENDA REPORT

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: Ken Gordon
Osborn K. Solitei

SUBJECT: Supplemental Report Regarding
Police Vehicle Retrofit

DATE: April 26, 2012

City Administrator
Approval

Date

5/02/12

COUNCIL DISTRICT: City-Wide

RECOMMENDATION

Staff recommends that the City Council award a contract to Lehr Auto Electric, a corporation, in an amount not to exceed two hundred seventy six thousand, eight hundred forty two dollars (\$276,842.00) to provide all labor, material, and equipment to retrofit one hundred forty-nine (149) police vehicle in accordance with the terms and conditions in Specification No. 11-928-33/RFQ 2241.

COORDINATION

Purchasing worked with the Oakland Police Department and the Department of Information Technology in the specification development and award of this contract.

REASON FOR SUPPLEMENTAL

At the Finance and Management Committee meeting of April 24, 2012 the committee requested staff to provide a supplemental report with the following information:

1. Provide a copy of the Request for Quote (RFQ) for the bid specifications.
2. What other jurisdictions are using this technology/equipment and its effectiveness?
3. What tasks need to be completed regarding retrofitting?
4. Provide an outline, specifying labor costs and what each company would provide.

Item: 6
Finance and Management Committee
May 8, 2012

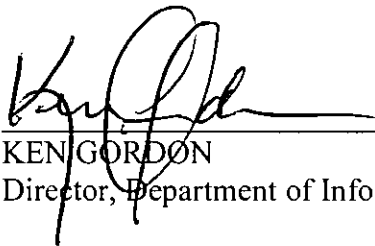
The following information has been provided for the Council's consideration:

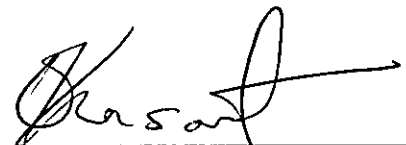
1. A complete copy of RFQ 2241 and technical specifications have been attached to this report. (*Attachment A*)
2. All agencies in the Bay Area use this technology which has become the industry standard for mobile computing. Very few jurisdictions still use a trunk mounted system which is a PC-based unit. Below is a detailed list of Bay Area agencies with this technology:

Hayward PD	San Jose PD
Livermore Police and Fire	Pleasanton Police and Fire
Berkeley PD	California Highway Patrol
Santa Clara Sheriff	South San Francisco Police and Fire
Marin Fire and Sheriff	Sacramento Sheriff
San Leandro	Benicia
Richmond	Pinole
Hercules	Kensington
East Palo Alto	Monterey
Brisbane	

3. The task that needs to be completed regarding the retrofitting are outlined in the specifications portion of RFQ 2241. (*Attachment A*)
4. The labor cost for each police vehicle to be retrofitted was submitted by each company and is contained in the Bid Recap line item one. (*Attachment B*)

Respectfully submitted,


KEN GORDON
Director, Department of Information Technology


OSBORN K. SOLITEI
Controller

Reviewed by:
Gregoria M. Torres, Assistant Controller

Prepared by:
Jimmie D. Jackson, Purchasing Supervisor
Controller's Office

Item: 6
Finance and Management Committee
May 8, 2012

Attachment A

Request for Quotation 2241

Title OAKLAND POLICE VEHICLE RETROFIT SPECIFICATION NO 11-928-33
Preview Date Not Specified Open Date 13-OCT-2011 09:52:11
Close Date 24-OCT-2011 14:00:00 Award Date Not Specified
Time Zone

Note please see attached specifications

Company City of Oakland
Buyer Haliburton, Frederick
Location City of Oakland
Oakland ,CA 94612
United States
Phone
Email fhaliburton@oaldandnet.com

When submitting your quote, please include the following information

Your Company Name	
Address	
Contact Details	
Quote Valid Until	

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Table of Contents

1 Header Information.....	3
1.1 General Information.....	3
1.2 Terms.....	3
1.3 Attachments.....	3
1.4 Response Rules.....	3
2 Price Schedule.....	4
2.1 Lines Information.....	4
2.2 Line Details.....	4
2.2.1 Line 1.....	4
2.2.2 Line 2.....	5
2.2.3 Line 3.....	5
2.2.4 Line 4.....	5
2.2.5 Line 5.....	5
2.2.6 Line 6.....	5
2.2.7 Line 7.....	5
2.2.8 Line 8.....	5
2.2.9 Line 9.....	6
2.2.10 Line 10.....	6
2.2.11 Line 11.....	6
2.2.12 Line 12.....	6
2.2.13 Line 13.....	6
2.2.14 Line 14.....	6
2.2.15 Line 15.....	6

1 Header Information**1.1 General Information**

Title **OAKLAND POLICE VEHICLE RETROFIT SPECIFICATION NO 11-928-33**
 Preview Date Not Specified Open Date **13-OCT-2011 09:52:11**
 Close Date **24-OCT-2011 14:00:00** Award Date Not Specified
 Time Zone Buyer **Haliburton, Frederick**
 Style **Sealed**
 Email **fhaliburton@oaklandnet.com**

1.2 Terms

Ship To **7101 Edgewater Drive** Bill To **150 Frank H. Ogawa**
7101 Edgewater Drive **Lionel J. Wilson Building**
Oakland ,CA 94621 **Suite No. 6211**
United States **Oakland ,CA 94612**
United States

Payment Terms **Net 30** Carrier
 FOB **Destination** Freight Terms
 Currency **USD (US dollar)** Price Precision **Any**

Note please see attached specifications

1.3 Attachments

Name	Data Type	Description
AVL Eq List and Services (2).docx	File	specifications

1.4 Response Rules

This negotiation is governed by all the rules displayed below.

- Negotiation is restricted to invited suppliers
- Suppliers are allowed to view other suppliers' notes and attachments
- Suppliers are allowed to respond to selected lines
- Suppliers are required to respond with full quantity on each line
- Suppliers are allowed to provide multiple responses
- Buyer may close the negotiation before the Close Date
- Buyer may manually extend the negotiation while it is open

2 Price Schedule

2.1 Lines Information

Line	Item, Rev	Description	Number of Units	Unit	Number of Units	Unit Price	Amount	Promise Date
1		Please provide pricing to completely retrofit police vehicles (per unit pricing)	149	Unit				
2		Havis UT-X Universal Trays for Dell ATG630	149	Each				
3		Havis SS-UT-X Screen Supports for Universal Tray	149	Each				
4		Antenna plus APG100/85/18/24-S11-9 Embedded GPS Receiver w/Cellular/PCS/Wi-Fi/GPS White Antenna-20' Coax	149	Each				
5		Havis C-HDM-114 Vehicle Mounting Kits	149	Each				
6		Havis C-MAP-TL Map Lights	149	Each				
7		Havis C-TMW-CV-01 Tunnel Mounts	149	Each				
8		Havis C-FP-i 1" Filler Plates	149	Each				
9		Havis C-MD-102 Swing arm with motion adapter	149	Each				
10		Havis C-SM-830 8" enclosed low profile console	149	Each				
11		Havis C-HDM-201 5.5" Heavy Duty Telescoping Pole, short handle	149	Each				
12		Havis C-HDM-401 Heavy duty stability side support arm	149	Each				
13		Havis C-CUP2-E-C Dual external cup holder	149	Each				
14		Conn TNC-M To TNC-F	298	Each				
15		USB left Angle Adapters	149	Each				

2.2 Line Details

2.2.1 Line 1 Please provide pricing to completely retrofit police vehicles (per unit pricing)

Category Automotive.Maintenanc Start Price (USD) Not Specified

e

Ship To 150 Frank H. Ogawa

Target Price Not Specified (USD)

Lionel J. Wilson

Building

Suite No. 6211

Oakland ,CA 94612

United States

Need-By Date Not Specified

2.2.2 Line 2 Havis UT-X Universal Trays for Dell ATG630

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	150 Frank H. Ogawa	Target Price	Not Specified
	Lionel J. Wilson	(USD)	
	Building		
	Suite No. 6211		
	Oakland ,CA 94612		
	United States		

Need-By Date Not Specified

2.2.3 Line 3 Havis SS-UT-X Screen Supports for Universal Tray

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.4 Line 4 Antenna plus APG100/85/18/24-S11-9 Embedded GPS Receiver w/Cellular/PCS/Wi-Fi/GPS White Antenna-20' Coax

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.5 Line 5 Havis C-HDM-114 Vehicle Mounting Kits

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.6 Line 6 Havis C-MAP-TL Map Lights

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.7 Line 7 Havis C-TMW-CV-01 Tunnel Mounts

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.8 Line 8 Havis C-FP-1 1" Filler Plates

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.9 Line 9 Havis C-MD-102 Swing arm with motion adapter

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.10 Line 10 Havis C-SM-830 8" enclosed low profile console

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.11 Line 11 Havis C-HDM-2015.5" Heavy Duty Telescoping Pole, short handle

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.12 Line 12 Havis C-HDM-401 Heavy duty stability side support arm

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.13 Line 13 Havis C-CUP2-E-C Dual external cup holder

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.14 Line 14 Conn TNC-M To TNC-F

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

2.2.15 Line 15 USB left Angle Adapters

Category	Automotive.Accessories	Start Price (USD)	Not Specified
Ship To	7101 Edgewater Drive	Target Price	Not Specified
	7101 Edgewater Drive	(USD)	
	Oakland ,CA 94621		
	United States		

Need-By Date Not Specified

City of Oakland

A. INVITATION8
1. SOLICITATION8
2. CITY CLERK8
3. BID OPENING8
4. QUESTIONS8
5. PROJECT BUYER8
6. PROJECT COORDINATOR8
7. VENDOR RESPONSIBILITY9
8. CITY RESERVES THE RIGHT9
B. INSTRUCTIONS TO OFFER9
1. SUBMITTAL REQUIREMENTS9
2. ADDENDA / ACKNOWLEDGEMENT10
3. BID EXCEPTIONS10
4. COMPLAINTS ON SPECIFICATIONS10
5. DETAILED BID REQUIREMENT10
6. ENTRIES ON BID FORM10
7. FORM USED10
8. SUBMISSION OF BID10
9. UNSOLICITED TERMS AND CONDITIONS10
10. COMPLETING BID FORM COVER SHEET11
C. GENERAL CONDITIONS PERTAINING TO BID, BIDDERS OR CONTRACTORS11
1. AUDIT11
2. BUSINESS TAX11
3. FOB JOB11
4. GUARANTEE11
5. MAINTAIN INSURANCE11
6. LOCAL AND SMALL LOCAL BUSINESS ENTERPRISES12
7. MANUFACTURER SPECIFICATION12
8. STANDARD PAYMENT TERMS12
9. PROMPT PAYMENT POLICY12
10. INSPECTION12
11. TAXES13
D. BID OPENING, AWARD AND EXECUTION OF CONTRACT13
1. ACCEPTANCE / REJECTION OF BID13
2. AWARD OF BID13
3. BID OPENING13
4. CONTRACT EXTENSION TO OTHER LOCAL AGENCIES13
5. PRICE DISCREPANCIES13
6. CONTRACTOR RESPONSIBILITIES13
E. PERFORMANCE BY SUCCESSFUL BIDDER13
1. ASSIGNMENT14
2. BRAND NAME14
3. CANCELLATION OF CONTRACT14
4. FORCE MAJEURE14
5. SEVERABILITY14
6. SUPPLIER14
F. PURCHASE ORDER TERMS AND CONDITIONS14
1. TERMS AND CONDITIONS14
2. CITY POLICIES AND REQUIREMENTS17
3. REQUIRED DELIVERABLES20

A. INVITATION

1. SOLICITATION

CITY OF OAKLAND

SPECIFICATION NO.: 11-928-33

DESCRIPTION OF GOODS AND/OR SERVICES: POLICE VEHICLE RETROFIT

The City of Oakland invites your firm to submit a bid to fully provide the goods and or services described herein. This Request For Quotation and any subsequent contract award will be in strict accordance with the documents identified below: (Offeror should check and be sure that they have received all documents, and should follow the instructions contained within this RFQ when preparing their bid. Please, avoid mistakes, read the documents identified below.)

2. CITY CLERK

BIDS TO BE RECEIVED PRIOR TO 2:00 P.M. ON THE DATE AND TIME SPECIFIED.

SUPPLIER VENDORS MAY SUBMIT THEIR BID ONLINE OR HARD COPIES SHOULD BE MAILED TO:

OFFICE OF THE CITY CLERK

ONE FRANK H OGAWA PLAZA 1ST FLOOR

OAKLAND CALIFORNIA 94612

LATE BIDS WILL NOT BE ACCEPTED. ALL LATE BIDS WILL BE TIME STAMPED AND RETURNED UNOPENED, OR REJECTED IF FILED ON-LINE.

3. BID OPENING

Bids will be opened, examined and publicly declared at the location and time indicated on page one of the cover sheet. Bidders may review the bids at the bid opening or at a later date by request. A bid summary will be prepared by the Purchasing Section and mailed to bidders upon written request.

4. QUESTIONS

If a prospective bidder is in doubt as to the true meaning of any part of this Request For Quotation (RFQ) including all documents hereto, or finds discrepancies in, or omissions from, any part of this Request For Quotation including all documents hereto, of a technical nature, he/she may contact the City's Project Coordinator named below for an interpretation thereof. Questions of a business or commercial nature should be addressed to the City's Buyer named below. Corrections or changes to the Request For Quotation, including the documents attached hereto, shall only be made if those changes are of a substantial nature. In that case, such changes shall be made via written addendum to this RFQ, and sent to each prospective bidder.

5. PROJECT BUYER

Buyer Frederick J. Haliburton

7. VENDOR RESPONSIBILITY

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions of this bid. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the City of Oakland based upon lack of knowledge of conditions or misunderstanding of the specifications.

8. CITY RESERVES THE RIGHT

The City of Oakland reserves the right to make all decisions regarding this RFQ, including the right to make full or partial awards. The City also reserves the right to reject any or all bids received in response to this RFQ. Bidders shall understand that the issuance of this RFQ does not create any obligation on the part of the City to enter into any contract, or to undertake any obligation with respect to the project referred to herein.

Please submit an original and two (2) copies of your firm's bid on the form provided, no later than the specified closing date/time. Please note that any bid not in complete compliance with this RFQ may be considered non-responsive.

B. INSTRUCTIONS TO OFFER

1. SUBMITTAL REQUIREMENTS

Proposal Submittals: See Section A, Request for Quotation for number of original proposals to be submitted and the submittal date, time and location.

Bidders/Firms please be advise that for hard copies picked up or mailed the City has inserted in a return envelope with the submittal date, time and location for the delivery of proposals.

This online RFQ does not have a return envelope attached, please use the second method when submitting your proposals.

All proposals submitted via US Mail or Common Carrier must be;

- (a) delivered in a sealed package affix with the return envelope or
- (b) the package must reference the Quotation number, project name, project number (if applicable), submittal date, time and location of the quotation on the outside of the shipping package or the documents will not be accepted.

Important Instructions: See pdf attachment titled "RFQ Deliverables Required Schedules Packet" with this online notice or see "RFQ Checklist" listed below for the list of required forms and schedules to be completed by contractors and submitted with the proposals. Copies of the schedule forms can be obtained from the Department of Contracting and Purchasing (DC&P), at 250 Frank H. Ogawa Plaza, Room 3341, or from the Department of Contracting and Purchasing website under the heading "Forms and Schedules" <http://cces.oaklandnet.com/cceshome/>.

In addition to qualifications, pricing, materials, labor and other information required in the Request for Quotation documents, bidders are required to provide the following schedules and forms at the time of quotation submittal:

RFP Checklist (due at quotation submission)

Quotation/ Acknowledgment of all Addenda

Combined Schedules

- Schedule C-1 - Compliance with The Americans With Disabilities Act
- Schedule P - Nuclear Free Zone Disclosure Form
- Schedule U - Compliance Commitment Agreement
- Schedule V - Affidavit Of Non-Disciplinary Or Investigatory Action

Single Schedules

- Schedule B-2 - Arizona resolution Declaration of Compliance
- Schedule D - Ownership, Ethnicity and Gender Questionnaire
- Schedule E - Project Consultant Team
- Schedule K - Pending Dispute Disclosure Form
- Schedule N - Declaration Of Compliance With Living Age Ordinance

- Schedule N-1 - Equal Benefits Declaration Of Nondiscrimination
- Schedule M - Independent Contractors Questionnaire, Parts A
- Schedule O - Disclosure of Campaign Contributions Form
- Insurance Requirement (form is informational only, but proof of insurance must be submitted)

Proprietary Information: All responses to the RFQ become the property of the City.

2. ADDENDA / ACKNOWLEDGEMENT

- (a) Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period.
- (b) Failure to so acknowledge may result in the proposal being rejected as not responsive.

3. BID EXCEPTIONS

- (a) Exceptions will be allowed if they are equal to or superior to that specified, and provided they are listed and fully explained on a separate page.
- (b) PROPOSALS TAKING TOTAL EXCEPTION TO SPECIFICATIONS MAY NOT BE ACCEPTABLE.

4. COMPLAINTS ON SPECIFICATIONS

- (a) Any bidder having a complaint on the specifications must submit the complaint in writing to the Purchasing Section ten (10) business days prior to the bid due date.
- (b) Failure to submit timely complaints will be construed to mean that bidders have no objections to specifications.

5. DETAILED BID REQUIREMENT

The vendor shall submit conforming specifications of the make and model unit proposed to satisfy these specifications at the time of bid. Bid proposal must be submitted in the SAME SEQUENCE as these specifications. Any EXCEPTION to these requirements MAY disqualify the bid.

6. ENTRIES ON BID FORM

All prices and information required on the bid form must be typewritten or written in ink. Make no erasures or interlineations on the bid as this may invalidate the bid. If mistakes are made, obtain additional copies of the bid forms from the Purchasing Section. Any writing on the bid other than that specifically required may invalidate the bid. If you want to include additional information, you may do so with attachments; however, alternate bids will not be considered for the current award. If there are any questions regarding the bid form or specifications, contact the Purchasing Section.

7. FORM USED

- (a) The City of Oakland Department of Contracting and Purchasing, Contracts and Purchasing Division bid forms must be used to bid on the City's requirements for services.
- (b) If additional copies are required, contact the Purchasing Division.

8. SUBMISSION OF BID

- (a) To receive consideration, bids must be submitted on or before the date and time specified, utilizing the bid form provided.
- (b) The bid shall be submitted to the Purchasing Section, at the address given in the IFB. Late bids will be time stamped and returned to the bidder unopened.

9. UNSOLICITED TERMS AND CONDITIONS

Bids that take exception to the City's Terms and Conditions (General, Standard, or Purchase Order) as a whole, and substitute the offeror's standard terms and conditions, will be viewed as non-responsive, and therefore ineligible for an award.

10. COMPLETING BID FORM COVER SHEET

The bid form must be signed by an authorized person. If the bidder is:

- (a) A corporation, sign for example: "Blank Company, by John Doe, Vice-President (or other title)."
- (b) A co-partnership, sign for example: "John Doe and Richard Roe, co-partners doing business as Blank Company, by John, Co-partner."
- (c) An individual doing business under his/her own name, sign for example: "John Doe."
- (d) An individual doing business using a firm name, sign for example: "John Doe, an individual doing business as Blank Company."

NOTE: If you are a corporation, affix corporate seal.

C. GENERAL CONDITIONS PERTAINING TO BID, BIDDERS OR CONTRACTORS

1. AUDIT

- (a) For services performed by Contractor pursuant to this Contract, Contractor shall maintain accounts and records as will adequately substantiate charges hereunder and shall produce such records for the City's audit upon the City's request, for a period of three (3) years following the furnishing of the respective services.
- (b) The City shall have the right to examine accounts, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect compliance with all applicable federal, state and local laws, and to substantiate all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract.

Such accounts and records shall be available at all reasonable times for examination by the City or at the City's option, shall be subject to verification by Contractor's independent auditors. The cost of certification by Contractor's independent auditor shall be reimbursable to Contractor by the City without regard to the authorized amount. The City shall give timely notice of its intent to perform such audit.

2. BUSINESS TAX

The contractor shall insure that its business tax is paid at all times during the life of this contract. In the event the business tax becomes due during the contract period, the contractor must advise the City of Oakland in writing 30 days prior to the expiration date at the address shown on the Purchase Order.

3. FOB JOB

F.O.B.: Job Site (INSERT)

4. GUARANTEE

Material furnished under this specification shall be guaranteed free from defective workmanship or material development within a period of one year after acceptance by the City, the contractor shall correct or replace the item and bear all expense involved in correcting or replacing the item.

5. MAINTAIN INSURANCE

It shall be the responsibility of the contractor to maintain all insurance required as set forth in the Special Provisions attached. Contractor shall provide a certificate of insurance showing the required insurance in effect prior to the Purchase Order being issued. Contractor shall maintain said insurance at all times during the life of the contract. Should any of the coverage or policies be cancelled before the expiration of the contract, the contractor must provide to the City of Oakland written notice 30 days prior to the cancellation date to the address shown above. The contractor must provide a new original insurance certificate showing the required coverage and endorsements prior to the cancellation date of the old coverage or policy. In the event coverage or policies are not in effect at any time during the life of the contract, the contract will be considered cancelled effective on the policy expiration date or date of policy cancellation.

6. LOCAL AND SMALL LOCAL BUSINESS ENTERPRISES

- (a) Local and small local business enterprises must be certified prior to submittal of a bid proposal in order to receive any preferences.
- (b) Contact the Department of Contracting and Purchasing, Contract Compliance at (510) 238-7735 for certification information.

7. MANUFACTURER SPECIFICATION

The City of Oakland reserves the right to request the manufacturer's written specifications covering any item within this specification either before or after the award of the contract.

8. STANDARD PAYMENT TERMS

The City's standard payment terms shall be Net 20 days.

9. PROMPT PAYMENT POLICY

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply, contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bonafide 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 amounts.

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

10. INSPECTION

INSPECTION OF SERVICES: Definitions. "Services" as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

The City of Oakland has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The City of Oakland shall perform inspections and test in a manner that will not unduly delay the work.

If any of the services do not conform with contract requirements, the City of Oakland may require the contractor to perform the service again in conformity with the contract requirements, at no increase in the contract amount. When the defects in service cannot be corrected by performance, the City of Oakland may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the service performed.

If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City of Oakland may (1) by contract or otherwise, perform the services and charge to the contractor any cost incurred by the City that is directly related to the performance of such services or (2) terminate the contract for default.

II. TAXES

Do not include taxes in the price bid. State and local taxes in effect at the time the Purchase Order is written will be added to the contract price.

D. BID OPENING, AWARD AND EXECUTION OF CONTRACT

1. ACCEPTANCE / REJECTION OF BID

- (a) All bids shall be firm, and not subject to withdrawal by the bidder for a period of ninety (90) days from the date and time specified for their submittal.
- (b) The City reserves the right to reject any and all bids or any part of a bid, and reject the bid of any party who has been delinquent or unfaithful in any former contract with the City.
- (c) The City Of Oakland reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City Of Oakland or any other governmental agency.

The City Of Oakland expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the City Of Oakland. Please note: Any and all costs incurred by the offeror in the preparation of bids, shall be their own entire responsibility.

2. AWARD OF BID

- (a) An award, if made will be predicated upon a determination by the City Council and/or the Purchasing Division as to what best serves the City of Oakland.
- (b) For consideration for an award, the bid must be acceptable and comply with all applicable specifications and legal requirements. It is the intention of the City to award a contract to the offeror whose bid is judged to be the most advantageous to the City, price and price related factors considered.
- (c) Award will therefore be to the bidder with the pricing most advantageous, to the City of Oakland.

3. BID OPENING

Bids will be opened, examined and publicly declared at the location and time indicated on page one of the cover sheet. Bidders may review the bids at the bid opening or at a later date by request. A bid summary will be prepared by the Purchasing Section and mailed to bidders upon written request.

4. CONTRACT EXTENSION TO OTHER LOCAL AGENCIES

The prices, terms and conditions of this specification may be extended to other governmental agencies at the mutual agreement of both agency and contractor. All requirements of specifications, purchase orders, invoices and payments with other agencies would be direct with successful bidder. City does not warrant any additional use of the contract by such agencies.

5. PRICE DISCREPANCIES

In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

6. CONTRACTOR RESPONSIBILITIES

All invoices, packing slips, shipping and billing documents shall include the City of Oakland's purchase order numbers.

E. PERFORMANCE BY SUCCESSFUL BIDDER

1. ASSIGNMENT

The contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control. The contract may be assigned only upon prior written consent of the Purchasing Division.

2. BRAND NAME

The City may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data, to the extent that such books and records relate to such cost or pricing data. Vendor shall submit cost or pricing data and certify to the best of their knowledge and belief, the cost or pricing data submitted is accurate, complete and current.

3. CANCELLATION OF CONTRACT

- (a) The City of Oakland may cancel this contract **WITHOUT CAUSE** at any time by giving thirty(30) days written notice to the contractor.
- (b) The City of Oakland may cancel this contract **WITH CAUSE** at any time by giving ten (10) days written notice to the contractor.
- (c) Cancellation for cause shall be at the discretion of the City of Oakland and shall include but not be limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract.
- (d) The successful offeror may not cancel this contract without prior written consent of the City of Oakland, Purchasing Section.

4. FORCE MAJEURE

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Oakland, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to Acts of God, war, or acts of public enemy, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

5. SEVERABILITY

If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

6. iSUPPLIER

The City of Oakland strongly encourages all vendors, suppliers and contractors to register in the City's supplier database iSupplier. The iSupplier portal is a one-stop service center webpage where you the supplier can navigate to register on-line and learn how to conduct business with the City of Oakland. Registered Suppliers have access to their supplier portfolio twenty-four (24) hours a day, seven (7) days a week, to update their contact information. It is important that supplier information is accurate and updated in order to electronically receive solicitations such as Invitation for Quotes, Invitation for Bids, Request for Proposals, Request for Qualifications, and Request for Letters of Interest as the system develops. To complete your registration please download the required tax documents complete and fax back to 510-238-7568. If you are registered under another name or need assistance please contact Purchasing at isupplier@oaklandnet.com.

F. PURCHASE ORDER TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

1. This purchase order shall constitute the agreement. Changes or additional terms proposed by the seller in accepting or acknowledging this order shall not be binding unless accepted by a change order in writing by the buyer, and neither buyer's lack of objections to said terms nor the acceptance of goods shipped pursuant hereto shall constitute or be deemed an agreement by buyer to any of said terms.

2. Unless otherwise definitely specified, the unit prices stated herein do not include Sales or Use Tax.
3. No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.
4. Cost of inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the Contractor.
5. Contractor shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") on account of damage of property or injury to or death of persons arising out of or resulting from the willful misconduct or gross negligence of Contractor, its officers, employees, subconsultants or agents.

Contractor acknowledges and agrees that it has an immediate and independent obligation to defend City, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Contractor by City and continues at all times thereafter.

All of Contractor's obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

6. Contractor shall maintain the types and amounts of insurance set forth in "Schedule Q", attached and incorporated herein by reference and made part of this Agreement, for the duration of this Agreement.
7. Time is of the essence in the performance of this Agreement.
8. The Contractor will not be held liable for failure or delay in the fulfillment hereunder if hindered or prevented by fires, strikes, or Acts of God beyond Contractor's reasonable control.
9. On shipments sold F.O.B. point of origin-prepay charges and add to invoice. Original copy of paid express or freight bill must be attached to invoice. Do not ship freight collect.
10. All material delivered and services rendered shall comply with City of Oakland codes, the State of California Occupational Safety & Health Act of 1973, and all applicable amendments thereof, occupational safety and health standards and safety orders of the Occupational Safety and Health Standards Board.

11. In connection with any cash discount specified on this order, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the Accounting Department if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the City warrant or check.

12. This order shall not be assigned without the consent of the buyer, which shall not be unreasonably withheld.

13. Contractor understands and agrees that, in the performance of the work or Services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Said information includes but is not limited to: functional design specifications, code tables, and geographic files. Contractor shall exercise the same standard of care to protect such information, as a reasonably prudent contractor would use to protect its own proprietary data.

All information disclosed by the Parties for the purpose of this Agreement shall be deemed as proprietary and/or confidential unless otherwise identified and shall be protected by the receiving Party in the same manner and to the same degree that it protects its own proprietary or confidential information. Each Party agrees that it will use the other Party's information only as required in the performance of this Agreement, and will not before, during, or after completion of this Agreement otherwise use said information, nor copy or reproduce the same in any form. At all times the receiving Party will recognize the disclosing Party's sole and exclusive ownership of this information, and the sole and exclusive right and jurisdiction of the disclosing Party to control and use this information. The Parties further agree that it will make no use of the described information, for either internal or external purposes, other than as is directly related to the performance of this Agreement.

For the purposes of this Agreement, "confidential information" may include, but not be limited to, items such as (i) any and all proprietary materials and information regarding technical plans; and (ii) any and all other information of whatever type and in whatever medium (including data, developments, schematics, trade secrets, and improvements), that is disclosed in any form by one Party to the other Party, as designated by that Party. The Parties to this Agreement acknowledge and agree that the System contains trade secrets and confidential data of the other Party and its licensors, and agree to take all reasonable steps to ensure that such trade secrets and proprietary data are not disclosed, duplicated, misappropriated or used in any manner not expressly permitted by the terms of this Agreement, including those taken by each Party to protect its own confidential information and those which either Party or its licensors may reasonably request from time to time. Notwithstanding the above, the Parties agree that in the event that City is required by federal, state or local law, including but not limited to Oakland Municipal Code Title 2, Chapter 2.20, to disclose information relating to this Agreement or Contractor, such disclosure shall not constitute a breach of this Section.

14. Except for incidental services, services that cumulatively or otherwise exceed Twenty Four Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine Cents (\$24,999.99), are subject to the Living Wage Ordinance of Chapter 2.28 of the Oakland Municipal

Code and its implementing regulations. The Ordinance requires among other things, submission of the "Declaration of Compliance" attached and incorporated herein as "Schedule N" and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Contractor provide the following to its employees who perform services under or related to this Agreement:

a. Minimum compensation – Said employees shall be paid an initial hourly wage rate with and without health benefits as determined by the Department of Contracting and Purchasing annually. 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.

b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.

c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

d. Federal Earned Income Credit (EIC) – Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.

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

f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

g. Reporting – Within 60 days of execution of the contract, Contractor shall provide to the City a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees performing work on this contract, unless said employees refuse to consent to such disclosure. Contractor shall provide evidence of such refusal upon request. In addition, Contractor shall execute a statement of current compliance in lieu of further quarterly reporting. Failure to provide the list, disclosure refusals or statement of current compliance within 60 days of execution of the contract will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list or statement remains outstanding. In the event a complaint is filed, Contractor shall provide then current employee information as specified above to facilitate investigation of the complaint. Failure to provide said information within five days of the request will result in liquidated damages of five hundred dollars (\$500.00) for each day that the information remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

h. Contractor shall require Subcontractors that provide Services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

15. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, physical handicap, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, physical handicap, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

16. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, physical handicap, sex, or national origin.

17. Contractor shall obtain and provide proof of a valid City business tax certificate, or application for such certificate. Said certificate must remain valid during the duration of this Agreement.

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

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

19. Contractor may not advertise or use as reference this sale of goods and services to the City until final acceptance of the product, unless prior written consent has been given by the City.

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

service announcements, interviews and newspaper articles.

After final acceptance 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.

2. CITY POLICIES AND REQUIREMENTS

CITY POLICIES

Unless a written waiver is obtained from the City the following City Policies will be incorporated herein by reference to any subsequent contract.

1. City of Oakland Campaign Contribution Limits

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

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

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

a. Requirement - There is a twenty percent (20%) minimum participation requirement for all professional services contracts \$50,000 or more. Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant (s) or a small local certified firm may meet the twenty percent requirement. A business must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent requirement.

b. Good Faith Effort-In light of the twenty percent requirement, good faith effort documentation is not necessary.

c. Incentives – Upon satisfying the twenty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.

d. Banking – The City will allow banking of credits for L/SLBE participation that exceeds fifty percent (50%) on a City funded project and will allow consultants to accumulate credits for hiring certified local businesses and certified small local businesses on non-city funded projects within a year of the City funded project. Banked credits will count toward achieving a bid discount or preference points (up to 2%) on a City contract. The ability of firms to bank credits or hours on non-City projects will not be retroactive. Consultants will have one year to apply credits. A certificate validating banked credits must be issued by the City prior to the submittal or bid date.

e. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the City Administrator's Office of Contract Compliance & Employment Services along with a copy of the final progress payment application.

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

g. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D ("Professional Services Questionnaire"), Schedule E ("Project Consultant Team"), and Schedule F ("Employment Questionnaire"), attached and incorporated herein and made a part of this Agreement.

h. 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.

i. 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.

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. Living Wage Ordinance

If the amount for services rendered under this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees providing services under City of Oakland contracts (Ord. 12050 § 1, 1998). The Ordinance requires submission of the Declaration of Compliance, attached and incorporated herein as Schedule N and made part of this Agreement, and the contractor must provide the following to its employees who perform services under or related to this Agreement:

a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$11.15 with health benefits or \$12.82 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contractor shall pay adjusted wage rates.

b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.51, i.e., the monetary equivalent of the difference between the lowest living wage rate and the highest living wage rate designated in section a above, 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. In the event contractor contributes less than the per hour health benefit rate designated above, contractor is required to pay the highest living wage rate specified in section a above.

c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

d. To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the 2005 Earned Income Tax Outreach Kit www.cbpp.org/eic/2005.

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

f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by

March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

4. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

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

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

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

5. Prompt Payment Ordinance

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

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

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

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a

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

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

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <http://cces.oaklandnet.com/cceshome/> by clicking on the rightmost upper tab labeled Prompt Payment Ordinance. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Liaison, 510-238-6261, Office of Contract Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

6. Nuclear Free Zone Disclosure

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

3. REQUIRED DELIVERABLES

Please pay careful attention in completing all Schedules:

Name	Description	Due Date	Responsible Party
REQUIRED SCHEDULES	Required Schedules to be completed by the bidder.	12-JUL-2011	Supplier Organization

Technical Specification

Introduction: The City of Oakland is seeking bids from the potential vendors to provide all the hardware equipment and services to completely the retrofit of 149 Oakland Police vehicles. The current OPD vehicle includes marked and unmarked Ford Crown Victoria ranges from 2000 to 2009 models.

Location: The installation work will be performed at the City Radio Shop, located at the 7101 Edgewater Drive, Oakland location. City will provide up to four work spaces, not covered, outside of the radio shop. City is in the middle of Radio Re-Banding project installation, and requires the winning bidder to coordinate the scheduling and workflow with the City assigned Project Manager to avoid any confusion and delays between the two activities.

Schedule: The Vendor shall be able to complete 4 vehicles per day or 20 vehicles per week, depending on the OPD vehicles. City will make every effort to provide 4 vehicles at the beginning of each day for the installers.

Scope: Complete uninstall of all existing Mobile Data Computers (MDC), cables, connectors, and video equipment. Reinstall MDC's and consoles in front of the vehicles, as specified by the City. Vendor shall be required to build a Pilot vehicle per the City specifications, and based on approval by the City Project Manager, remaining vehicles shall be completed. Here is the proposed list of activities:

1. Remove interior panels and rear seat
2. Remove existing components from rear tray. Run guide wire thru tray. Drill and mount components to rear tray
3. Remove old Dell and In-Car Video Management System wiring harness
4. Remove passenger seat. Loosen driver's seat
5. Remove old center console
6. Remove old tunnel plate
7. Install new tunnel plate
8. Assemble base plate, Heavy Duty pole, swivel plate together and install onto tunnel plate
9. Install center console, cup mount, mic mount bracket
10. Wire up 12V AC outlet, map light, and connect microphone
11. Run AM/FM radio wiring harness and antenna to original location. Install AM/FM radio in original location
12. Reinstall passenger seat. Tighten driver seat
13. Remove visors, A-pillar trim
14. Drill 3/4" hole, 7" from the front of light bar.
15. Install antenna. Run harness to center console. Reinstall A-pillar trim, visors.
16. Lay out new harness (5 wires: power, ground, ignition for PD radio control head. power, ground for lap top power supply)
17. Run 3 wires from AS tray to RS tray. (timer power, PD radio control head remote turn-on, ignition
18. Make harness connections at rear tray

19. Install docking station, mount lap top
20. Velcro mount lap top power supply to center console
21. Install PD radio mic mount to instrument cluster trim
22. Reinstall rear seat and interior panels
23. Fabricate microphone mounting bracket
24. Fabricate map lamp mounting bracket
25. Modify PD radio mount bracket

Equipment: Vendor shall provide the vehicle mounting hardware kit, including the following parts list:

Part Number	Name / Description	Manufacture	Quantity
UT-X	Universal Trays for Dell ATG630	Havis	149
SS-UT-X	Screen Supports for Universal Tray	Havis	149
APG100/85/18/24-S11-9	APG100/85/18/24-S11-9 Embedded GPS Receiver w/Cellular/PCS/Wi-Fi/GPS White Antenna-20' Coax	Antenna plus	149
C-HDM-114	Vehicle Mounting Kits	Havis	149
C-MAP-TL	Map Lights	Havis	149
C-TMW-CV-01	Tumel Mounts	Havis	149
C-FP-1	1" Filler Plates	Havis	149
C-MD-102	Swing arm with motion adapter	Havis	149
C-SM-830	8" enclosed low profile console	Havis	149
C-HDM-201	5.5" Heavy Duty Telescoping Pole, short handle	Havis	149
C-HDM-401	Heavy duty stability side support arm	Havis	149
C-CUP2-E-C	Dual external cup holder	Havis	149
	Conn TNC-M To TNC-F		298
	USB left Angle Adapters		149

Quotes received after the submittal deadline will be disqualified. Quotes will be disqualified if items do not match items specifically requested. Vendors are required to itemize all Hardware Specifications and Installation Services on their quotes. Failure to do so could result in disqualification.

Attachment B

DEPARTMENT PURCHASE ORDER LOG

Vendor Name
Vendor Address
Contact Person
Telephone
Small local vendor ?
Oakland vendor ?

BIDDER # 1	BIDDER # 2	BIDDER # 3
LEHR	GDCE	
Sacramento	Yorba Linda	
916-846-6626	714-282-8881	
no	no	
no	no	

Item #	PURCHASE DESCRIPTION	quantity	BIDDER # 1		BIDDER # 2		BIDDER # 3	
			unit cost	total	unit cost	total		
1	Please provide pricing to completely retrofit police vehicles (per unit pricing)	149	\$ 575.00	\$ 100,575.00	\$ 925.00	\$ 137,825.00		
2	Havis UT-X Universal Trays for Dell ATG630	149	\$ 162.00	\$ 24,138.00	\$ 156.00	\$ 23,244.00		
3	Havis SS-UT-X Screen Supports for Universal Tray	149	\$ 44.00	\$ 6,556.00	\$ 43.00	\$ 6,407.00		
4	Antenna plus APG100/85/18/24-S11-9 Embedded GPS Receiver w/Cellular/PCS/Wi-Fi/GPS White Antenna-20' Coax	149	\$ 330.00	\$ 49,170.00	\$ 320.00	\$ 47,680.00		
5	Havis C-HDM-114 Vehicle Mounting Kits	149	\$ 26.00	\$ 3,874.00	\$ 27.00	\$ 4,023.00		
6	Havis C-MAP-TL Map Lights	149	\$ 36.00	\$ 5,364.00	\$ 37.00	\$ 5,513.00		
7	Havis C-TMW-CV-01 Tunnel Mounts	149	\$ 75.00	\$ 11,175.00	\$ 73.00	\$ 10,877.00		
8	Havis C-FP-1 1" Filler Plates	149	\$ 6.00	\$ 694.00	\$ 6.00	\$ 894.00		
9	Havis C-MD-102 Swing arm with motion adapter	149	\$ 185.00	\$ 27,565.00	\$ 179.00	\$ 26,671.00		
10	Havis C-SM-830 8" enclosed low profile console	149	\$ 150.00	\$ 22,350.00	\$ 157.00	\$ 23,393.00		
11	Havis C-HDM-2015.5" Heavy Duty Telescoping Pole, short handle	149	\$ 94.00	\$ 14,006.00	\$ 90.00	\$ 13,410.00		
12	Havis C-HDM-401 Heavy duty stability side support arm	149	\$ 39.00	\$ 5,811.00	\$ 37.00	\$ 5,513.00		
13	Havis C-CUP2-E-C Dual external cup holder	149	\$ 22.00	\$ 3,278.00	\$ 21.00	\$ 3,129.00		
14	Conn TNC-M To TNC-F	296	\$ 4.00	\$ 1,192.00	\$ 3.00	\$ 894.00		
15	USB left Angle Adapters	149	\$ 6.00	\$ 894.00	\$ 10.00	\$ 1,490.00		
SHIPPING								

CALCULATIONS

SUBTOTAL	\$ 276,642.00	\$ 310,963.00	\$ -
Sales Tax Included in Price			
SMALL LOCAL VENDOR	\$ -	\$ -	\$ -
OAKLAND VENDOR	\$ -	\$ -	\$ -
EVALUATION TOTAL	\$ 276,642.00	\$ 310,963.00	\$ -
GRAND TOTAL FOR PURCHASE	\$ 276,642.00	\$ 310,963.00	\$ -

REQUIRED APPROVALS

	date verified	verified by
Insurance		
Business Tax		
OCIS		
Duplication		

Frederick Haliburton
PREPARED BY
Purchasing
AGENCY / DEPARTMENT

Buyer
TITLE
Finance Management
DIVISION

DATE

DP

FINANCE & MANAGEMENT CMTE.
 MAY 08 2012

6