

**AGREEMENT BETWEEN
THE CITY OF SAN JOSE
AND
SITA INFORMATION NETWORKING COMPUTING USA INC
FOR A PUBLIC ADDRESS SYSTEM FOR NORMAN Y MINETA SAN JOSE
INTERNATIONAL AIRPORT**

This Agreement is entered into as the City’s execution date (“Effective Date”) between the City of San José, a municipal corporation (“City”), and SITA Information Networking Computing USA, Inc., a Delaware corporation registered to conduct business in the State of California, (hereinafter “Contractor”). Each of City and Contractor are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

WHEREAS, City has issued a Request for Proposal ("RFP") to acquire a Public Address System (the “Solution”) and professional services, including implementation, configuration, training, and ongoing maintenance and support (collectively the “Services”).

WHEREAS, Contractor has the necessary expertise and skills to provide such Solution and perform such Services, and Contractor's proposal demonstrates Contractor’s ability to meet the City's needs; and

WHEREAS, Contractor has a good understanding of City’s requirements through Contractor’s examination of the Request for Proposal documents and the exchange of information; and

WHEREAS, based on this in-depth understanding and combining it with Contractor’s knowledge and expertise with public organizations, Contractor warrants that the proposed Solution and Services will meet the City’s specifications and requirements as described in the Scope of Services; and

WHEREAS, the recitals are true and correct and are incorporated into this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

- EXHIBIT A-1 - Scope of Services
- A-2 - Preliminary Project Implementation Schedule
- A-3 - Final Solution Acceptance Certificate
- EXHIBIT B - Compensation
- EXHIBIT C - Insurance Requirements
- EXHIBIT D - Change Order Form
- EXHIBIT E - Notice of Option to Extend Agreement
- EXHIBIT F-1 - Wage Requirements and Information
- F-2 - City of San José Classification Determination
- EXHIBIT G - Information Technology and Security Requirements
- EXHIBIT H - Compliance with Nondiscrimination Requirements
- EXHIBIT I - Contractor’s Software License Agreement

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail except that the terms of the Software License Agreement (Exhibit I) shall control with respect to the terms of use of the software license/subscription. The provisions in the Exhibits shall prevail over conflicting terms in any Attachments to the Exhibits. Contractor and City hereby acknowledge that they have drafted and negotiated the Agreement jointly and that the Agreement will be construed neither against nor in favor of either, but rather in accordance with its fair meaning.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations, and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading, or other forms utilized or exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Agreement.

2 TERM OF AGREEMENT

2.1 Term

The term of this Agreement is from Effective Date to March 15, 2025 (“Initial Term”), inclusive, subject to the provisions of Section 14 TERMINATION and subsection 2.2 “Options to Extend.”

2.2 Options to Extend

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for seven (7) additional one-year terms (“Option Periods”) through March 1, 2032 for ongoing software licensing, technical support, maintenance, and other related professional services. City shall provide Contractor written notice in the form of Exhibit E of its intention to exercise its option prior to the end of the then current term.

2.3 No Waiver

City’s agreement to extend the term of this Agreement is not a waiver of the “time is of the essence” provision in Section 4.

Notwithstanding this Section, the Parties agree that the preliminary project schedule set forth in Exhibit A-2 and the ability of the Parties to provide and use the products and/or services under this Agreement may be limited if business activities are subject to local, state, or federal mandates and advisories for managing public health and safety related to the COVID-19 pandemic or other force majeure. The Parties agree that the provision of products and services and the payment for such products and services may be postponed or suspended following execution of this Agreement by the City and that the Parties are not required to act on this Agreement until the City issues a written notice to proceed.

3 SCOPE OF SERVICES

3.1 Scope of Work

Contractor shall implement the Solution and perform the Services as set forth in the Scope of Services (the “Scope of Services” or “Scope”) which is attached hereto as Exhibit A-1 and incorporated as though fully set forth herein.

3.2 Notification

Contractor agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of the Agreement or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure.

3.3 Contractor's Software

The terms for the licensing of the Software, including subsequent releases licensed to the City, shall be as set forth in the Software License Agreement (Exhibit I).

3.4 Information Technology and Security Requirements

Contractor agrees to perform the work set forth in this Agreement in accordance with the City's Information Technology and Security Requirements, which are attached hereto as Exhibit G and incorporated herein.

3.5 Labor Compliance

This Agreement is subject to the City's Prevailing/Living Wage Policy and the applicable implementing regulations. Contractor shall comply with the provisions of the attached Labor Compliance documentation in Exhibits F-1 and F-2 which sets forth Contractor's obligations with regard to this Policy.

4 WAGE THEFT

- 4.1 **Definition:** For purposes of this provision, "Wage Theft" means a final judgement, order, or other determination of a federal or state court, or of a federal, state, or local administrative agency that a contractor or subcontractor failed to pay its workers in accordance with any applicable federal, state, or local wage and hour laws, regulations, or other requirements. A judgement, order, or other determination is "final" if the contractor or subcontractor has exhausted all appeals, and the time period to appeal has expired.
- 4.2 **Compliance with Wage and Hour Laws:** The Contractor must comply with all applicable federal, state, and local wage and hour laws, regulations, and policies, as required by City Council Policy 0-44 <https://www.sanjoseca.gov/home/showdocument?id=12945>. The Contractor must include this requirement in each of its subcontracts.
- 4.3 **Representations in Wage Theft Disclosure Certification Forms:** The City awarded this Agreement to the Contractor, in part, based on the representations made by the Contractor and its listed subcontractors in the Proposal Certification or Wage Theft Disclosure Certification Form that they completed as part of the of procurement process.
 - 4.3.1 **Contractor Warranty:** By executing this Agreement, the Contractor affirms the accuracy of the representation it made in its Proposal Certification or Wage Theft Disclosure Certification Form. It is a material breach of this Agreement if the City determines that the Proposal Certification or Wage Theft Disclosure Certification Form contained any material inaccuracies.
 - 4.3.2 **Listed Subcontractors:** The Contractor must include in the subcontract of all subcontractors that it listed during the procurement, a provision that does the following:
 - 4.3.2.1 Requires the subcontractor to warrant the accuracy of the Proposal Certification or Wage Theft Disclosure Certification Form that it submitted during the procurement of this Agreement, and

- 4.3.2.2 Allows the Contractor to terminate the subcontract if the City or the Contractor determines that the Proposal Certification or Wage Theft Disclosure Certification Form contained any material inaccuracies.
- 4.3.3 **Termination of Subcontractor:** The Contractor must terminate a listed subcontractor if requested by the City based on the subcontractor's submittal of a materially inaccurate Proposal Certification or Wage Theft Disclosure Certification form.
- 4.4 **Subcontractors Not Listed:** Before contracting with a subcontractor not listed during the procurement process, the Contractor will require the subcontractor to complete a Wage Theft Disclosure Certification Form provided by the City's Office of Equality Assurance through their website at <https://www.sanjoseca.gov/home/showdocument?id=64354>. The Contractor must provide the completed certification form to the City within ten (10) calendar days of executing the subcontract.
- 4.4.1 The Contractor cannot use any subcontractor that has one or more Wage Theft violations, or has one (1) outstanding, unpaid Wage Theft violation, within five (5) years before the date it certified the Wage Theft Disclosure Certification Form.
- 4.4.2 The Contractor must include a provision in each subcontract allowing the Contractor to terminate the subcontract based on the subcontractor's submission of a materially inaccurate Wage Theft Disclosure Certification Form. The Contractor must terminate a subcontractor if requested by the City based on the subcontractor's submittal of a materially inaccurate Wage Theft Disclosure Certification Form.
- 4.5 **Occurrence or Discovery of Wage Theft:** The Contractor must notify, in writing, the City's Office of Equality Assurance no more than fifteen (15) calendar days after either of the following events: (1) any Wage Theft that occurs during the term of the Agreement involving the Contractor or a subcontractor, and (2) the Contractor becomes aware of Wage Theft by the Contractor or a subcontractor that should have been previously disclosed but was not.
- 4.5.1 **Satisfaction by Contractor:** The Contractor must promptly satisfy and comply with a Wage Theft judgement, order, or other determination against it. The Contractor must provide the City's Office of Equality Assurance with documentary evidence that it satisfied and complied with the Wage Theft judgement, order, or other determination within five (5) calendar days of doing so.
- 4.5.2 **Satisfaction by Subcontractor:** The Contractor must include appropriate provisions in each subcontract requiring the subcontractor to do the following: (a) promptly satisfy and comply with a Wage Theft judgement, order, or other determination against it and (b) provide the Contractor and the City's Office of Equality Assurance with documentary evidence that it satisfied and complied with the Wage Theft judgement, order or other determination within five (5) calendar days of doing so.
- 4.5.3 **City's Right to Withhold Payment:** The City has the right to withhold any moneys owing the Contractor in the amount of the Wage Theft against the Contractor or a subcontractor.
- 4.6 **Material Breach:** Failure to comply with any part of this Section 4 constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- 4.7 **Notice:** Notice provided to the Office of Equality Assurance as required under this Section 4 shall be addressed to: Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San

José, CA 95113. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

5 PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Contractor shall perform the Services according to the terms and provisions of the preliminary schedule set out in the attached Exhibit A-2, entitled "Preliminary Project Implementation Schedule." Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

6 DATA AND FACILITIES

Contractor acknowledges that it has in its possession all applicable specifications and drawings and all other documents to which reference is made herein and/or which are matched hereto, and all such data are adequate to enable Contractor to fairly determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth herein. Contractor represents that it now has or can readily procure, without assistance of City, all facilities, machinery, and equipment necessary for the performance of this Agreement.

7 STANDARDS OF SERVICE

In connection with the performance of any Services pursuant to this Agreement:

7.1 Number of Employees

Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment, and other materials necessary to perform the Services contemplated in this Agreement.

7.2 Skill of Employees

Contractor warrants that employees shall have sufficient skill, knowledge, and training to perform the Services and that the Services shall be performed in a professional and workmanlike manner.

7.3 Duty of Confidentiality

All data, documents, discussions, or other information developed or received by or for one Party in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by the other Party or as required by law. The receiving Party warrants that all employees utilized by it in performing Services are under a written obligation to the receiving Party requiring the employee to maintain the confidentiality of information of the other Party to the extent permitted by law.

7.4 Security and Safety

Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies. City may require each employee providing Services to undergo a background investigation, including, but not limited to, a criminal records and fingerprint check. Contractor shall promptly replace any employee found to be unacceptable to City, in its sole discretion, on the basis of a significant infraction found in the background investigation.

7.5 Contractor's Obligations to Employees

Contractor shall provide for and pay the compensation of its employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to

Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend, and hold City harmless from and against all such taxes, contributions, and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

7.6 Contractor-Initiated Staffing Changes

The qualifications of the Contractor's staffing for this Agreement are material considerations to the City's selection and decision to enter into this Agreement. For this reason, the City Project Manager's approval is required for the Contractor to remove, replace, or add to any of Contractor's staffing identified in Exhibit A-1.

7.7 City-Initiated Staffing Changes

The City reserves the right to request replacement of an employee or a proposed employee for reasonable cause, including, but not limited to, willful misconduct, inadequate performance or lack of skill, knowledge, or training. Contractor's replacement staff must be qualified to perform the Scope of Services and available to the City within five (5) working days of receipt of such request from City. If, within the first thirty (30) days after an employee's commencement of Services, City notifies Contractor (1) such employee's level of performance is unacceptable, (2) such employee has failed to perform as required, or (3) such employee, in City's sole opinion, lacks the skill, knowledge or training to perform at the required level, then Contractor will be required to review the work performed by said employee, confirm the quality of work, and correct any items the Contractor deems incorrect. If the City requests replacement of an employee and the Contractor has not replaced the employee within the thirty (30) day time period, City shall not be required to pay for, and shall be entitled to a refund of, any sums paid to Contractor for such employee's Services after the date of City's requested replacement of such employee.

8 CHANGE ORDER PROCEDURE AND AUTHORIZATION

8.1 Changes

Any changes to this Agreement after the Effective Date that relate to (i) deleting products or Services, (ii) adding products or Services, (iii) changing or modifying products or Services, or (iv) making other changes that materially alter the Scope of this Agreement or the deliverables required under this Agreement, including approval of all performance and/or payment schedules, shall be made by the Director of Finance in accordance with the procedures set forth below.

8.2 Contract Change Requests

Either Party hereto may, from time to time, and at any time during the term hereof, request a change, as defined in Section 8.1. Requests for changes shall be in writing and shall be addressed and delivered to the other Party as provided herein. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the products, Services, deliverables, or schedules to be changed.

8.3 Procedures

As soon as practical after receipt by the notified Party of copies of the request, the Parties shall meet as necessary to discuss the change and to ascertain its cost and schedule impacts, if any.

8.4 Change Orders

If the Parties decide to implement a change request, a standard form Change Order ("CO") shall be prepared under the direction of the Director of Finance (or designee) in a form substantially similar to

the form attached hereto as Exhibit D, which CO shall describe the change, delineate the cost, schedule, and other impacts of the change, and include the payment terms for any price increase. Only the City's Director of Finance and Contractor's Authorized Representative shall have authority to execute COs to this Agreement. Execution of a CO by City's Director of Finance and Contractor's Authorized Representative shall constitute a modification hereof and shall be binding on both Parties hereto.

9 COMPENSATION

9.1 Contract Maximum

The total contract price in U.S. dollars shall not exceed One Million Five Hundred Fifty Thousand Two Hundred Fifty-Three Dollars (\$1,550,253) during the Initial Term (“Maximum Compensation”). The terms, rates, and schedule of payment are set forth in the attached Exhibit B, entitled “Compensation.” Contractor shall submit to City invoices at the completion of each milestone, but no more frequently than monthly, with a breakdown of Services as provided in Exhibit B. City will make payments to Contractor within thirty (30) days after the date of approval of each invoice. City will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution.

9.2 Non-Funding

Each payment obligation of City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by Contractor, the product or service directly or indirectly involved in the performance of that function may be terminated by City at the end of the period for which funds are available. City shall notify Contractor at the earliest possible time of any products or services which will or may be affected by a shortage of funds.

No penalty shall accrue for City in the event this provision is exercised, and City shall not be liable for any future payments due or for any damages as a result of termination under this Section 9.2. This provision shall not be construed so as to permit City to terminate this Agreement or any products or services in order to acquire similar equipment or service from another party. Contractor agrees to render any assistance which City may seek in affecting a transfer of any right of City in this Agreement, or any part hereof, that is required of City pursuant to the securing of financing hereunder. Despite the foregoing, the City shall pay Contractor for any Services performed or product delivered in accordance with this Agreement up to the date of termination.

10 TAXES AND CHARGES

Contractor shall be responsible for payment of all taxes, fees, contributions, or charges applicable to the conduct of Contractor's business.

11 FINAL SOLUTION ACCEPTANCE

Upon final delivery of the Solution, City and Contractor shall conduct acceptance tests. The criteria for the acceptance tests shall be mutually agreed upon by the Parties and in accordance with the Scope of Services. Final Solution Acceptance will occur upon successful completion of the acceptance tests. When Final Solution Acceptance occurs, the Parties will memorialize this event by promptly executing a Final Solution Acceptance Certificate (Exhibit A-3).

If, in the discretion of City, the Solution does not meet the requirements of the acceptance test specifications, City may (1) permit Contractor to repair or replace the Solution so that the same meets the acceptance test specifications in all material respects, all at no additional expense to City or (2) return the

Solution to Contractor, at Contractor's expense and without liability to City, and any amounts paid by City for the Solution shall be promptly refunded by Contractor to City. All warranties shall become effective and begin to run upon the successful completion of the acceptance tests and the date of Final Solution Acceptance.

Payment for any part or parts of the Solution or Services provided hereunder, or inspection or testing thereof, by City shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the Solution when delivered and reject upon notification to Contractor any and all of the Solution which does not conform to the specifications or other requirements of this Agreement. Components of the Solution which are rejected shall be promptly corrected, repaired, or replaced by Contractor in accordance with Contractor's warranty obligations under this Agreement, such that the Solution conforms to the warranties, specifications, and other requirements of this Agreement. If City receives components of the Solution with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations under this Agreement following the discovery of such defect or nonconformity.

12 CONTRACTOR REPRESENTATIONS AND WARRANTIES

12.1 Contractor Responsibility

Contractor understands and accepts full responsibility for all requirements and deliverables defined in this Agreement. Contractor warrants it:

- 12.1.1 Has read and agrees with the specifications contained in the Scope of Services (Exhibit A-1);
- 12.1.2 Fully understands the facilities, difficulties, and restrictions attending performance of the Services; and
- 12.1.3 Agrees to inform the City of any unforeseen conditions which will materially affect performance of the work within 45 days of the execution of this Agreement and shall not proceed until written instructions are received from City.

12.2 Authority to Make Agreement

Contractor represents and warrants that Contractor has full right and authority to perform its obligations under this Agreement. City shall be entitled to use the Solution without disturbance.

12.3 Contractor Agreements with City Employees

Contractor agrees to not enter into a relationship that may result in a financial conflict of interest with any employee or agent of the City who participated in the making of governmental decisions related to this Agreement.

12.4 Warranty for Services and Software Customizations

Contractor warrants to City that Contractor shall render all Services and software customizations provided under this Agreement with reasonable care and skill. Contractor further warrants that the software customizations will function per the approved business requirements and design under ordinary use and operation in conformance with the specifications and documentation. Additionally, Contractor shall warrant its Services and software customizations for a period of three (3) years after Final Solution Acceptance ("Warranty Period"). During the Warranty Period, City will notify Contractor if any Services or software customizations do not conform to City's specifications as contained in the Scope of Services (Exhibit A-1). Upon receipt of such notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor shall

(at no additional cost to the City) repair the defective Services or software customizations. The Warranty Period is reset for any repaired, replaced, or reperformed item(s), beginning upon City acceptance of the repaired, replaced, reperformed item(s). If despite its reasonable efforts, Contractor is unable to provide the City with Services or software customizations in compliance with the foregoing warranty, City may pursue its remedy at law to recover direct damages resulting from the breach of this warranty.

12.5 New Media

Media upon which any software customizations are delivered to City by Contractor:

- 12.5.1 Shall be new and free from defects in manufacture and materials;
- 12.5.2 Shall be manufactured in a good and workmanlike manner using a skilled staff fully qualified to perform their respective duties;
- 12.5.3 Shall, during the Warranty Period, function properly under ordinary use and operate in conformance with the specifications; and
- 12.5.4 In the event that media on which any Software Application, Customer Software, or Third Party Application Software is delivered is defective and cannot be read or utilized for its intended purpose by Contractor supplied or approved equipment, Contractor shall replace the defective media as soon as possible. Any delays occasioned by the failure of new media shall not be considered excusable delay.

13 WARRANTY AGAINST INFRINGEMENT

Contractor agrees to defend and indemnify City of all direct losses, costs, and damages resulting from a determination that the Services, Software, or software customizations supplied to City infringe any third party patent rights, copyrights, or trademarks provided that City (1) promptly notifies Contractor in writing upon City becoming aware of the existence of any such suit, action, proceeding threat; (2) allows Contractor sole control of the defense and/or settlement thereof; and (3) provides such reasonable cooperation as Contractor may require. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without Contractor's express prior written consent. In no event will Contractor be liable for the payment of any amount agreed to in settlement without Contractor's express consent. In the event that City is enjoined from use of the Services, Software, or software customizations due to a proceeding based upon infringement of patent, copyright or trademark, Contractor shall, at its option, either:

- 13.1 Modify the infringing item(s) at Contractor's expense, so it becomes non-infringing; or
- 13.2 Replace the infringing item(s) with equal non-infringing item(s), at Contractor's expense; or
- 13.3 Procure, at Contractor's expense, the necessary licenses for the City to continue using the item(s); or
- 13.4 Remove the item(s) and refund the purchase price less a reasonable amount for depreciation.

14 TERMINATION

14.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

14.2 Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

14.3 Termination Authority

The Director of Finance (“Director”) is empowered to terminate this Agreement on behalf of City.

14.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

15 INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents against any claim, loss, damages, expenses, or liability that - directly or indirectly or in whole or in part – arise out of, pertain to, or result in any way from work performed under this Agreement due to the willful, reckless, or negligent acts (active or passive) or omissions by Contractor's officers, employees, agents, or subcontractors. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification. This provision shall survive the termination of this Agreement.

16 INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in Exhibit C, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All certificates and/or endorsements shall be subject to approval by the Risk Manager of the City of San José as to form and content. These requirements are subject to amendment or waiver if approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said certificates and/or endorsements before work commences under this Agreement.

17 WAIVER

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

18 INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

19 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, codes, and regulations (collectively, “laws”) of the federal, state, and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

Additionally, Contractor shall comply with applicable Federal requirements as set forth in Exhibit H, entitled “Compliance with Nondiscrimination Requirements ” which is attached hereto and incorporated herein.

20 CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

21 NONDISCRIMINATION

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

22 GIFTS

22.1 Prohibition on Gifts

Contractor acknowledges that Chapter 12.08 of the San José Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

22.2 No Offer

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

22.3 Breach of Agreement

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 14 TERMINATION of this Agreement.

23 DISQUALIFICATION OF FORMER EMPLOYEES

Contractor is familiar with Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

24 CONFIDENTIAL AND PROPRIETARY INFORMATION

24.1 Confidentiality

All data and information generated, collected, developed, discovered or otherwise saved in the Solution exclusively for the City (collectively the "Data") by the Contractor in the performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

24.2 Ownership of Materials

City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor in the performance of the project, and developed using Contractor's facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by City's facilities or

personnel. Technology that is jointly developed using both City and Contractor personnel and facilities shall be jointly owned.

24.3 Ownership of Data

The City shall maintain ownership and control of the Data throughout the Agreement period and in perpetuity. Contractor shall have the right to use the Data solely to perform Services under the Agreement with the City. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the Agreement without the express written consent of the City. Contractor shall provide City with a copy of the Data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

24.4 Security

Contractor shall maintain effective controls and security to protect the Data, including conducting daily and incremental backups to a redundant data storage location, providing redundant power, internet, site redundancy, and emergency recovery procedures.

24.5 Copies of Data/Exit Strategy

Upon request of the City or in the event this Agreement is terminated, Contractor shall work with the City to ensure a smooth transition of all Data and Software to the City's new environment. Additionally, upon request by the City and at no additional cost, Contractor shall provide City with a database export of the Data in a format acceptable to the City. At the termination of this Agreement, all Data at the Contractor's (or Contractor's subcontractor's) facilities shall be purged when the City confirms that it has received a satisfactory copy of the Data. Contractor shall provide written verification to the City once all City Data has been purged.

24.6 Enforcement

The City and Contractor agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Agreement.

25 CONTRACTOR'S BOOKS AND RECORDS

25.1 Maintenance during Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

25.2 Maintenance after Term

Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of four (4) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

25.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

25.4 Custody of Records

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

26 ASSIGNABILITY

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section 26, will be voidable at City's sole option.

27 SUBCONTRACTORS

27.1 Authorized Subcontractors

Notwithstanding Section 26 ASSIGNABILITY, Contractor may use designated subcontractors approved in advance by City in performing Contractor's Services. Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

27.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

28 GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

29 JURISDICTION AND VENUE

In the event that suit is brought by either Party to this Agreement, the Parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

30 NOTICES

30.1 Manner of Giving Notice: All notices and other communications required by this Agreement must be in writing and must be made via e-mail, personal service, trackable delivery service, or United States mail, postage prepaid.

- 30.2 When Effective: A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is delivered by a trackable delivery service is effective when signed for. A notice or other communication that is mailed is effective three (3) business days after deposit in the United States mail.
- 30.3 To Whom Given: All notices and other communications between the Parties required or permitted to be given under this Agreement must be given to the individuals identified below:
- To the City: City of San José
 Attention: Director of Finance
 200 East Santa Clara St., 13th Floor
 San José, CA 95113
 purchasing@sanjoseca.gov
- To the Contractor: SITA Information Networking Computing USA Inc
 Attention: Contract Management
 3100 Cumberland Blvd., Suite 900, Atlanta, GA 30339
 amer.contract.management@sitaaero.com
- 30.4 Changing Contact Information: Either Party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other Party pursuant to Section 30.

31 OTHER PUBLIC AGENCY PURCHASES

This Agreement resulted from a competitive bid through RFP [PUR-RFP2021.05.10057] for [A Public Address System for Norman Y. Mineta San Jose International Airport] issued on [August 6, 2021] pursuant to Chapter 4.12 of the San José Municipal Code. Other local and state government agencies may enter into agreement(s) based on the same material terms and conditions, and pricing. The local or state government agency shall accept sole responsibility for placing orders, arranging deliveries and/or services, and making payments to the Contractor. The City of San José will not be liable or responsible for any obligations, including but not limited to, financial responsibility in connection with these agreement(s) between the Contractor and other local and state government agency(ies).

32 MISCELLANEOUS

32.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

32.2 Assignment

Subject to the provisions of Section 26 ASSIGNABILITY, this Agreement binds and inures to the benefit of the Parties and their respective successors and assigns.

32.3 Headings

The headings of the Sections and Exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

32.4 Counterparts

This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

32.5 Use of Electronic Signatures

Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City.

City of San José
a municipal corporation

**SITA Information Networking Computing
USA, Inc.**, a Delaware corporation
authorized to conduct business in California

By  _____

By  _____
Harihar Subramanian (Mar 16, 2022 23:09 EDT)


Jennifer Cheng
Deputy Director, Finance

Harihar Subramanian
Assistant Treasurer

Date Mar 17, 2022

Date Mar 16, 2022

APPROVED AS TO FORM:

 _____

Diana Yuan
Deputy City Attorney

EXHIBIT A-1 SCOPE OF SERVICES

The following Scope of Services defines the principal activities and responsibilities of Contractor and the City for A Public Address System for Norman Y. Mineta San José International Airport.

To the extent not inconsistent with the Agreement between the City and Contractor, City’s RFP PUR-RFP2021.05.10057 (including all addenda and updates) issued on August 6, 2021, Contractor’s proposal response dated September 29, 2021, and Contractor’s Best and Final Offer (BAFO) response dated December 16, 2021 are incorporated herein by reference to provide context and supplemental information.

1 OVERVIEW

Contractor shall upgrade functionality, replace equipment, and improve the operational reliability of the Public Address (“PA”) system at the Norman Y. Mineta San José International Airport (“Airport”). Contractor shall be the single source of design, engineering, installation, integration, and maintenance of the PA system.

2 PROJECT STAFF

2.1 City’s Project Manager

Name: Michael Winans	Phone No.: 408 - 392 - 3600
Department: Airport	E-mail: mwinans@sjc.org
Address: 1701 Airport Blvd. Ste B-1130, San José, CA 95110	

2.2 Contractor’s Project Manager and Other Staffing

Identified below are the Contractor’s project manager and subcontractor(s) and/or employee(s) of the Contractor who will be principally responsible for delivering the work set forth in this Scope of Services.

Contractor’s Project Manager	
Name: Jeremiah Jenkins	Phone No.: 937-212-9486
Address: 3728 Benner Rd Miamisburg OH 45342	E-mail: Jeremiah.jenkins@sita.aero
Other Staffing	
Name	Assignment
1. Matthew Cardosi	AMER Project Delivery: Senior Technical Analyst
2. Nicholas Kamphaus	AMER Project Delivery: Senior Technical Analyst

3 GLOSSARY OF TERMS

ACI	Application Centric Infrastructure
ANS	Ambient Noise Sensors
AOC	Airport Operations Center
DSP	Digital Signal Processing
FIS	Federal Inspection Station
IT	Information Technology
LAN	Local Area Network
PA	Public Address
PoE	Point of Entry
SDN	Software Defined Network
TRs	Telecom Rooms
TSA	Transportation Security Administration

4 PA SYSTEM EXISTING ENVIRONMENT

- 4.1 The PA system at the Airport was installed in 2008 and the equipment was last upgraded in 2015. The system currently consists of:
- 4.1.1 IP-based core Digital Signal Processing (“DSP”) using a network of BSS London DSP units managing CobraNet audio protocol.
 - 4.1.2 Analog audio feeding a mix of QSC and Crown audio power amplifiers.
 - 4.1.3 ComNet operational software resides on the PA core servers and PA system controllers. PA core servers and system controllers utilize Dell processors and Redundant Array of Inexpensive Disks data storage systems.
 - 4.1.4 A web-based user interface utilizing ComNet software. The user interface is secured with unique usernames and passwords to manage the operation of the PA system. The user interface functionality includes but is not limited to the following:
 - 4.1.4.1 Loading and removal of audio messages stored for scheduled playback (currently managed by existing contractor)
 - 4.1.4.2 Scheduling playback of messages (currently managed by existing contractor)
 - 4.1.4.3 Assigning distribution zones for playback of all scheduled messages, including re-zoning as needed (currently managed by existing contractor)
 - 4.1.4.4 Maintenance of PA system software updates/upgrades (currently managed by existing contractor)
 - 4.1.4.5 Maintenance of software serving paging microphone stations (currently managed by existing contractor)
 - 4.1.4.6 Remote access for existing Contractor to manage, troubleshoot, and resolve operational issues

- 4.1.4.7 Pre-recorded messaging for airline boarding and departure announcements, as well as general “canned messaging” that can be changed and scheduled as needed
- 4.1.4.8 Setting time caps per-user for continuous paging
- 4.1.4.9 Automatic recording, queuing, and playback of announcements made while the system is currently in use
- 4.1.4.10 The ability for the Airport Operations Center (“AOC”) to fully override the system during emergencies, including dynamic muting of particular zones
- 4.1.5 Paging microphone stations are primarily touch-screen controllers, with most stations containing hand-held microphones on coiled extension cords. Paging stations located in the two Transportation Security Administration (“TSA”) Security Screening Checkpoints supervisor podiums have no microphones and use pre-programmed messages to make terminal pages.
- 4.1.6 Paging microphone station touch-screen controllers offer functionality to cue-and-play pre-produced messaging for airline operations (e.g., passenger boarding) however; trust and reliability concerns have led users to primarily create live voiced paging messages (TSA uses only playback of pre-produced audio clips which is the intended function by design).
- 4.1.7 Paging microphone stations provide software-based user-level control for the distribution and selection of desired messages. Users may select from the distribution zones as described on each paging microphone station. An example of gate service podium paging microphone station selections may include but not be limited to the following:
 - 4.1.7.1 Immediate gate hold area
 - 4.1.7.2 Gate hold area plus passenger circulation area serving the gate hold
 - 4.1.7.3 Message delivered to Terminal A or B
 - 4.1.7.4 Message delivered to the entire Airport campus
- 4.1.8 The majority of the QSC amplifiers have been in continual service for roughly ten years and most Crown amplifiers were deployed with the current ComNet system in 2015.
- 4.1.9 Ambient Noise Sensors (“ANS”) using Crown PZM-11 microphones found throughout Airport monitor the ambient noise within assigned zones. These ANS microphones are cabled to DSPs in Telecom Rooms (“TRs”) housing PA equipment using single pair shielded audio cable. The ANS microphones may be re-used by Contractor if appropriate. If different ANS devices are needed, Contractor shall remove the existing ANS microphones and replace with new ANS units. If new cabling is required for the new ANS units, Contractor shall remove the existing audio cabling to the TRs and replace with new cabling.
- 4.1.10 Paging speakers throughout Airport are a combination of JBL and Tannoy products which provide acceptable audio quality. A variety of speaker types are deployed in Airport including but not limited to:
 - 4.1.10.1 Flush-mounted in-ceiling speakers with six-inch diameter, low frequency drivers, and separate high-frequency tweeters

- 4.1.10.2 Pendant speakers loaded with six-inch low frequency drivers and separate high-frequency tweeters
- 4.1.10.3 Cabinet speakers mounted in-wall behind perforated steel panels
- 4.1.11 Paging speaker distribution zones are separated by function as described below:
 - 4.1.11.1 Exterior sidewalk circulation area (Terminals A and B, FIS, Arrival and Departure areas)
 - 4.1.11.2 Ticketing lobbies (Terminals A and B)
 - 4.1.11.3 Baggage claim areas (Terminals A and B)
 - 4.1.11.4 Security Screening Checkpoints (Terminals A and B)
 - 4.1.11.5 FIS – paging speakers currently in Sterile Corridor serving International Arrival Gates 15, 16, 17, and 18 along with PA speakers located in the queue area ahead of FIS interview booths and FIS baggage claim area are not used for airline paging functions and may only be used for music and life-safety messaging delivery
 - 4.1.11.6 Concourse circulation
 - 4.1.11.7 Gate Hold areas
- 4.1.12 Paging microphone stations are found at all 37 gate service podiums, all boarding doors, most airline Baggage Service Offices, and the 5 workstations in the Airport AOC. The airline ticketing counters have no paging microphone stations.
- 4.1.13 Message Delivery: Messaging over the Airport PA system includes:
 - 4.1.13.1 Scheduled playback of produced messaging serving Airport branding
 - 4.1.13.2 TSA general procedural announcements
- 4.1.14 Continual low-level background music (ducked when live and scheduled announcements are running) provided by line-level analog audio from subscription to satellite-based music service.
- 4.1.15 Live-voiced messages.
- 4.1.16 The existing PA system also supports life safety messaging applications annunciating produced messages from the Airport fire alarm system. Life safety messages are analog signals that override (causes “ducking”) all other PA messaging and background activity. Life safety messaging originates from the Fire Command Center serving terminal passenger circulation, baggage claim, and ticketing areas. As a life-safety communications system, the paging distribution zones throughout the circulation corridors of Airport are configured to be served from alternating TRs.

4.2 Telecommunications Rooms and Facilities:

The TRs throughout Airport have been deployed to follow Telecommunications Industry Association 568 and 569 standards for service area with horizontal cabling distances for Category 6 permanent link cabling less than 295 feet (90 meters) from TR to work area outlet.

4.3 Non-Public Operations Areas:

The exterior apron, ramp, and baggage handling area, including out-bound baggage make-up carousels and in-bound baggage unloading are served with life-safety annunciators and horn speakers fed from the life-safety (fire alarm) system (not fed from the PA system). Back-office

operations areas including airline and Airport operations are currently not served with paging system speakers.

4.4 Airport Data Network:

The Airport Local Area Network (“LAN”) underwent a recent major upgrade to a very robust, fully converged Software Defined Network (“SDN”) architecture featuring Cisco 93XX- and 94XX- series switches with a dedicated data center leveraging Application Centric Infrastructure (“ACI”) spline-and-leaf switching fabric. The SDN LAN resides on an all-single-mode optical fiber backbone featuring minimum 20 gigabit-per-second (20Gbps) backbone bandwidth, with several 40Gbps, 60Gbps, and 80Gbps uplink circuits. The Airport LAN features dual cores, one core in Data Center 1 located the Main Distribution Frame room within the Airport terminal building (B1524) and the redundant core located toward the southern end of the Airport campus at Data Center 2 in a remote facility identified as the South Main Point of Entry Building. Access-layer data switches supply Point of Entry (“PoE”) supporting protocols 802.11af (PoE), 802.11at (PoE+) and 802.11bt (UPoE). While many processors and servers are located in Airport TRs, Airport Information Technology (“IT”) operations are engaged in an active upgrading of IT systems configuration to better meet industry standards, relocating core processing and servers to the Data Centers, leaving the TRs to manage edge connectivity.

4.5 The parties currently using or supporting the PA are:

- 4.5.1 Airport IT – responsible for LAN support
- 4.5.2 Airport Operations – The primary system owner, responsible for Tier 1 PA system support and users of PA system, and submitting Tier 2/3 service requests to SITA/ComNet
- 4.5.3 Current PA Integrator – responsible for designing, providing, and maintaining current PA application as Tier 2 and 3 support
- 4.5.4 Airlines – primary users of PA system
- 4.5.5 Airport AOC – frequent users of PA system
- 4.5.6 TSA - occasional users of PA system
- 4.5.7 Common Use Support Contractor – owner of and responsible for coordination of Electronic Visual Information Display integration

5 SERVICE REQUIREMENTS

Contractor shall replace and upgrade multiple core components of the PA system to enhance PA system performance reliability. Contractor shall provide design, engineering, system implementation, maintenance, and service. Contractor shall also be responsible for supplying all software and hardware as required and defined herein. Contractor’s responsibilities include but shall be limited to the following:

5.1 ***Project Kickoff, Management, and Implementation Plan:***

5.1.1 Project Execution:

- 5.1.1.1 Contractor shall provide a project manager for the duration of the project with the capability to be on-site as required.
- 5.1.1.2 Contractor shall conduct a project kickoff meeting within three weeks of Agreement execution. Contractor shall review project plan, project

- schedule, communications plan, problem escalation procedures, and introduce Contractor staff.
- 5.1.1.3 Contractor shall abide by Airport's standards for IT Service Management.
 - 5.1.1.4 Contractor shall conduct monthly status review meetings to report on scope, schedule, resources, quality, and risk mitigation.
 - 5.1.1.5 Throughout design and construction, Contractor shall provide written weekly status reports. At the discretion of the City, a weekly teleconference shall be conducted to review the emailed project status reports.
- 5.1.2 The Project Management Plan is a formal, approved document that defines how the project is executed, monitored, controlled, and closed. Contractor shall submit a Project Management Plan for approval by the City within a maximum of three weeks after Agreement execution. The Project Management Plan shall include the following:
- 5.1.2.1 Restatement of scope that aligns with the Contractor's solution
 - 5.1.2.2 WBS structure at the task level
 - 5.1.2.3 Task descriptions of each discrete activity
 - 5.1.2.4 Project schedule in Gantt format showing dependencies and critical path
 - 5.1.2.5 De-installation and recycling of existing PA systems equipment including DSPs, amplifiers, servers, paging microphone stations, and abandoned audio cabling. Plan shall comply with Airport and City E-Waste policies and procedures
 - 5.1.2.6 Description of project controls to be used for cost, resource, and schedule management
 - 5.1.2.7 Stakeholders register with contact information
 - 5.1.2.8 Communications plan for maintaining an excellent dialog with Airport organizations.
 - 5.1.2.9 Quality management plan
 - 5.1.2.10 Risk management plan including risk register and risk mitigation approach
- 5.1.3 Project Phasing Plan: Contractor shall submit a phasing plan, updated at each design submittal level, to include the following:
- 5.1.3.1 Maintaining complete functionality of existing PA system during construction
 - 5.1.3.2 Installation, programming, and testing of new PA systems
 - 5.1.3.3 Plans for cut-over to new PA systems (daily Airport operations shall require cut-over during off-peak hours when flights are not operational, or others as determined by City)

- 5.1.4 Testing and Commissioning Plan: Contractor shall submit a Testing and Commissioning Plan at the 50% design level submittal, to include functional and performance requirements for each of the following:
 - 5.1.4.1 Component Level Testing: Factory Acceptance and other device level testing criteria
 - 5.1.4.2 System Level Testing: Testing criteria for functionality within the PA system and for communications and audio output between PA specific components
 - 5.1.4.3 Integration Level Testing: Testing criteria for functionality and communications between the PA system and other systems which share data and messages with the PA system
- 5.1.5 Full Design and Engineering Services: Contractor shall provide submittals at the following minimum design levels prior to project initiation and after Agreement execution. All submittals shall be subject to City approval.
 - 5.1.5.1 50% Design documents including PA system operational narratives, system drawings, and product cut sheets
 - 5.1.5.2 90% Permit documents
 - 5.1.5.3 100% Construction documents
 - 5.1.5.4 As-built documents
 - 5.1.5.5 Project phasing plan at 50%, 90%, and 100% engineering milestones
 - 5.1.5.6 Testing and commissioning plan at 50% design level
 - 5.1.5.7 Documents shall be provided in both .pdf and .rvt format

5.2 ***Configuration and Installation/Implementation:***

- 5.2.1 Badging Requirements: All of Contractor's employees who will provide services at Airport must be able to obtain an Airport Security Identification Display Area badge. To obtain this badge, Contractor's staff must complete an application, provide appropriate legal documentation, submit to fingerprinting and pass two background checks: Criminal History Records Check and security threat assessment/work eligibility verification conducted by the Department of Homeland Security. This screening and testing will be paid for by City. After clearing the background checks, the applicant must also pass a video-based training program administered by Airport operations before being issued a badge. The training video is provided in English. Failure to obtain a Security Identification Display Area badge disqualifies an applicant from working at Airport.
- 5.2.2 Replacement of existing PA system core, PA software, user interface equipment, and programming of all DSPs and PA system software resulting in a complete and fully functioning PA system. Including but not limited to:
 - 5.2.2.1 DSPs/PA system controllers
 - 5.2.2.2 Servers: Locate primary and secondary servers and DSPs in Data Center 1 and 2, respectively
 - 5.2.2.3 Paging microphone stations: New paging mic stations added to Baggage Service Officers with no current paging mic station, all existing paging

mic stations shall be replaced with full-functioning units, all paging mic stations shall be IP-based and connected to the Airport LAN and must be compliant for use with all codes relating to the Americans with Disabilities Act

- 5.2.3 Replacement of all audio amplifiers with new units serving all existing paging zones.
 - 5.2.3.1 Contractor shall test and verify location, functionality, and delivered audio quality including delivered sound pressure levels and shall provide a qualitative assessment of all paging zones and speakers prior to design. Contractor shall provide a pre-construction report including zone locations with speaker functionality within each zone and a sub-proposal to resolve any functionality issues discovered.
 - 5.2.3.2 Contractor shall coordinate with Airport Operations for resolution of speaker zones around the FIS and surrounding paging podiums to address distribution issues to adjacent spaces.
- 5.2.4 Contractor shall be responsible for transition of the existing PA system, which must remain fully operational while flights are occurring throughout PA system construction. Contractor shall only cut-over gates and PA zones during off-peak hours when flights are not operational or as otherwise determined by City, to ensure no impact to flight operations.
- 5.2.5 Contractor shall provide on-site technicians to assist with any technical issues that may arise immediately following the cut-over and to assist with user operational training.
- 5.2.6 Airport's current network infrastructure is a robust, fully converged SDN architecture featuring Cisco 93XX- and 94XX-series switches along with a dedicated data center leveraging ACI spine and leaf switching fabric. All Contractor's system applications must function with and be compatible with Airport's SDN architecture and the underlying network system monitoring, notification, security software, and tools.
- 5.2.7 Contractor shall work with Airport's IT infrastructure vendor for PA network integration. Airport IT is not responsible for PA network integration and will not assist Contractor with the integration process.
- 5.2.8 Contractor shall comply with all City information technology and security requirements as detailed in Exhibit G – IT and Security Requirements.
- 5.2.9 Contractor shall provide all required hardware and software for the end-to-end solution.
- 5.2.10 LAN cabling connectivity and electrical service currently exists at all locations receiving new PA equipment. If LAN connectivity is not available, Airport IT will provide proper cabling infrastructure. Many locations will have new PA equipment placed next to existing equipment during construction.
- 5.2.11 System Installation:
 - 5.2.11.1 Due to space restrictions within TRs, all equipment shall be mounted into existing EIA-310D-standard 19-inch equipment racks and cabinets.
 - 5.2.11.2 Equipment may be temporarily mounted into available rack and cabinet spaces within the TRs during construction. After verification of proper function for the new system, the old system shall be decommissioned,

and new equipment shall be moved to existing PA racks and cabinets upon de-installation of existing PA equipment.

5.2.11.3 Cut-over of new equipment and decommissioning of old equipment shall follow Airport change management processes and permissible windows for cut-over as determined by City. This may include late night deployments and/or when flights and operations are not using the equipment being replaced.

5.2.12 Complete installation, function, testing, and acceptance of the new PA system shall be completed on or before May 31, 2022.

5.3 ***Test Plans, Testing, and Documentation:***

5.3.1 Following initial implementation of the PA system a validation test shall be conducted to ensure all components are accessible and working properly. Enough tests shall be executed by Contractor to ensure:

5.3.1.1 All system interfaces are working properly

5.3.1.2 All devices are accessible and working properly

5.3.1.3 Basic functions of all applications are working properly

5.3.1.4 Testing must validate the minimum functional and performance requirements as described herein

5.3.2 The Contractor shall cooperate with and provide City the opportunity(s) to participate in all tests. Test plans shall reflect Airport's existing PA testing matrix. Testing shall be conducted at specific points in the implementation process as defined between City and Contractor. For each test, Contractor shall prepare a test report document that shall certify successful completion of that test for acceptance by the City.

5.3.3 Any discrepancies or problems discovered during testing shall be corrected by the Contractor at no additional cost to the City. After correction by Contractor, the system and/or service shall be re-tested to validate that the problem or defect has been resolved.

5.4 ***Training:***

5.4.1 Contractor shall provide training materials including but not limited to PA system training. The City will work with the Contractor to identify suitable onsite locations available for training and/or remote training materials as required.

5.4.2 System administration and monitoring training shall cover all PA system administration and monitoring functions; provide an overview of the complete system structure including hardware, software, and networks; and describe all functions and applications needed to perform system administration.

5.4.3 Contractor shall fully instruct the City and airline personnel in the operation, administration, and maintenance of all products, equipment, and systems. All training shall be conducted by experienced personnel. Training shall be accomplished in a classroom setting (recognizing local safety, distancing, and personal protective equipment conditions) and augmented by individual or remote instruction as required. The Contractor shall provide all necessary training aids and shall keep and maintain a log of all personnel receiving and completing training for each system noting the type of training received.

- 5.4.4 All training shall be completed a minimum of two weeks prior to system cut-over (go-live). Training schedule shall be subject to the City's approval have sufficient flexibility to accommodate Airport and shift operations. Training shall be scheduled such that the Airport and other required personnel can participate.
- 5.4.5 Contractor shall provide the City with a final course schedule and syllabus for review and approval a minimum of four weeks prior to the initial training course.
- 5.4.6 Contractor shall offer additional/refresher training sessions on new releases as part of the warranty/maintenance fee for the duration of the Agreement at no additional charge.

5.5 Final Acceptance:

- 5.5.1 Following completion of all items and City's validation that the entire PA system meets all requirements as described herein, both parties (City and Contractor) shall execute a Final System Acceptance Certificate to memorialize system acceptance.
- 5.5.2 Upon execution of the Final System Acceptance Certificate, the City agrees to pay Contractor any remaining and approved outstanding invoice and any previously withheld retainage.

5.6 Warranty and Maintenance:

- 5.6.1 Contractor shall provide a Service Level Agreement addressing:
 - 5.6.1.1 Requirements for remote troubleshooting of minor and major PA system malfunctions
 - 5.6.1.2 Time (after calling for assistance) for technician to be on-site to resolve Tier 2 (minor) and Tier 3 (major) technical issues
 - 5.6.1.3 Availability of Contractor's installation and engineering staff during the warranty period to address any post cut-over issues
 - 5.6.1.4 Availability and cost estimate for additional professional services available for enhancements and training
 - 5.6.1.5 Regularly scheduled maintenance of all provided hardware and software, including maintenance of ongoing protection such as extended warranties where applicable
 - 5.6.1.6 Contractor shall provide monthly reports assessing the operational health of the PA system including a log of submitted and resolved trouble tickets.
- 5.6.2 Contractor shall provide minimum three years of warranty and maintenance service on all parts, software, and labor installed. The three-year Warranty Period shall start upon the "Date of Final System Acceptance" of the entire PA system. The date upon which the City received beneficial use of any or all portions of the PA system shall not trigger the Warranty Period for any portion of the PA system.
- 5.6.3 Warranty shall include all products supplied as part of Contractor's solution, including all product upgrades, new releases, and installations completed during the warranty period at no additional cost to City. For system fixes addressing trouble tickets, no additional costs shall be incurred by City for the Contractor restoring the PA system to normal operations. Warranty service and repair work shall be performed by personnel

who have been trained and certified by the Contractor to work on installed products and experienced in the operation and maintenance of the PA system.

- 5.6.4 A list of all patches and updates, with Contractor recommendations, shall be submitted to City for review and approval prior to installation in the production environment. All updates must be tested and approved by City prior to installation. To avoid interruptions in service, all successfully tested patches must be scheduled for installation through Airport IT's change management process.
- 5.6.5 Critical and security patches shall be deployed as recommended by the Contractor. Patches which are required to protect the systems from an imminent risk shall be reviewed and deployed as soon as possible. Contractor shall provide at a minimum, a quarterly list of recommended updates, patches, and their criticality. Cadence may be adjusted subject to City discretion and/or criticality. All non-critical or non-security related patches and updates shall be reviewed and applied to the system as soon as possible, but no later than 90 days after release. The application of critical or security related patches shall be prioritized above all other updates.
- 5.6.6 Tier 1 Support: Tier 1 support will be performed by City. Tier 1 support functions include answering trouble calls regarding the PA system and creating trouble tickets. First level maintenance performed by the City will pull and replace faulty user hardware (e.g., paging microphone stations and replacement paging microphones). If not resolved by the City, 1st level maintenance will call the Contractor who shall identify the issue(s) as specified by Tier 2 or Tier 3 maintenance below.
- 5.6.7 Tier 2 & 3 Maintenance/Trouble Tickets: Tier 2 and 3 support for technical issue resolution shall be performed by the Contractor. The costs for Tier 2 and Tier 3 support shall be included in software, support, and maintenance fees. Tier 2 maintenance provides regularly scheduled tasks such as (but not limited to) equipment air intake filter cleaning/replacement and scheduled software updates/upgrades. Tier 2 support for technical failures occurs when Tier 1 support has failed to resolve an issue and calls for higher levels of support. The Contractor shall be available 24x7x365 for handling trouble calls and shall attempt to diagnose and repair the problem remotely. Trouble calls shall be divided into two categories:
 - 5.6.7.1 Tier 2 - Minor Failures: these are defined as failures or problems, which do not affect the overall safety, security, or operation of Airport. For example, the loss of a redundant AOC workstation would typically be considered non-critical. On a minor failure, the Contractor must respond within one hour to isolate and resolve the problem. Contractor must close out the trouble ticket within 24 hours or escalate to the Contractor's contract manager.
 - 5.6.7.2 Tier 3 - Major Failures: these are defined as failures or problems, which affect the overall safety, security, or operation of Airport. The failure of a system interface resulting in the loss of functionality of the PA system would be example of critical item requiring immediate remedy. On a major failure, the Contractor must respond within 30 minutes on a 24x7x365 basis to troubleshoot. If the Contractor cannot resolve the problem within 2 hours remotely, Contractor must respond on-site to major failure calls within 4 hours of the initial call. All major failure repairs must be resolved prior to the technician leaving the site.

- 5.6.8 Escalation: If a major failure is not resolved within four hours, the Contractor must notify City verbally and in writing and provide status reports every two hours until the issue is resolved.
- 5.6.9 Software Maintenance:
 - 5.6.9.1 Contractor must provide PA system software maintenance support during the warranty period. The Contractor is required to correct all known software bugs reported by the City. The Contractor shall also implement a Software Problem/Change Request process for reporting and correcting software issues.
 - 5.6.9.2 Contractor is required to maintain all application software, Commercial Off the Shelf software and firmware at its most current release following system acceptance. This applies to all software products supplied by the Contractor.
 - 5.6.9.3 Software updates must be scheduled with Airport IT ahead of time and must follow the approved Airport IT change management process. If software updates must be downloaded, City must be advised with two weeks advance written notice that a new software release is available. The notice must outline all of the enhancements, fixes, and remaining known problems. City may elect not to load one or more releases, and non-loaded releases shall not void the software support warranty.
 - 5.6.9.4 Security patches and other patches which effect stability and security of the PA system environment must be implemented within 30 days of release. Patches which are required to protect the systems from an imminent risk shall be reviewed and deployed on an expedited basis.
 - 5.6.9.5 Contractor shall maintain configuration management of all software currently in the production environment at all times. This includes application and Commercial Off the Shelf software CM.

6 PA SYSTEM FUNCTIONAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

- 6.1 System architecture guidelines for the IP-based PA system:
 - 6.1.1 The Airport LAN shall be used as the backbone connectivity from sources to destinations, connections must be coordinated with Airport IT and Operations staff.
 - 6.1.2 Devices connected to the Airport LAN must be compliant with SDN ACI.
 - 6.1.3 Digital audio protocols must be IP-based including CobraNet, Dante, QLAN, or AES67.
 - 6.1.4 PA audio sources must include IP-connected paging microphone stations, the analog-based subscription music service, and DSP-managed servers storing pre-produced and ad hoc recorded messages.
 - 6.1.5 Distribution to existing 70V paging zones must use audio amplifiers that can be directly fed from the Ethernet LAN or use a digital-to-analog audio interface. The Contractor shall review the As-Built documentation to determine channel configuration and audio power output sizing requirements.
 - 6.1.6 PA system must coordinate with the Airport Electronic Visual Information Display system for delivery of visual paging messages.

- 6.1.7 PA system shall provide for 99.99% site wide uptime (equating to a total downtime of approximately 63 minutes per year).
- 6.2 PA Software must support the functionality as described below:
 - 6.2.1 Live voice pages
 - 6.2.2 Recorded live voice pages
 - 6.2.3 Scheduled playback of pre-produced messages including Airport and TSA branding
 - 6.2.4 Delivery of low-level background music
 - 6.2.5 Selection of paging zones
 - 6.2.6 Ability for City to access and manage message creation, storage, and playback
 - 6.2.7 Capability for City to initiate a page remotely (e.g., mobile application and traditional telephone dial-in)
 - 6.2.8 Capability for City to purposefully mute paging distribution zones on-demand as well as override all airline paging through the AOC
 - 6.2.9 Display of visual paging text matching audible announcements shall be deployed in compliance with the requirements in the 2019 California Building Code, Chapter 11B: “Accessibility to Public Buildings, Public accommodations, Commercial Buildings and Public Housing”
 - 6.2.10 Live voiced messages attempting to be delivered to a zone currently delivering another message must be automatically recorded and placed in cue to be delivered once the paging zone becomes available
 - 6.2.11 Visual paging shall display text of the following audible messages:
 - 6.2.11.1 Produced general Airport messages displayed throughout the terminal
 - 6.2.11.2 Produced TSA announcements displayed within the Security Screening Checkpoints
 - 6.2.11.3 Courtesy paging messages from the AOC displayed throughout the terminal
 - 6.2.11.4 Alert messages from the AOC and Fire Command Center displayed throughout the terminal
 - 6.2.12 Coordination with City’s current Electronic Visual Information Display vendor (Amadeus) is required
 - 6.2.13 Text of all Visual Paging messaging shall be displayed upon Flight Information Displays and Baggage Information Displays, boarding announcements at Gate Information Displays with languages matching that of the audible message (English and Spanish)
 - 6.2.14 A dynamic user permission interface that allows users to set usage and/or administrative permissions based on user authority (e.g., TSA, airlines, City)
- 6.3 Servers:

While the existing PA servers are dedicated to PA service, the new PA servers and associated components may initially be dedicated, with the ability to operate in the Airport virtualized server environment and be capable to operate on Airport’s SDN ACI LAN.

- 6.4 Paging Workstations and Centralized Interface:
 - 6.4.1 PA system shall allow Airport operations to easily add new messages and remove obsolete messages with capabilities as discussed herein.
 - 6.4.2 All new paging stations shall provide easily accessible minimal-touch-control playback of pre-produced and ad-hoc assembled paging messages and live-voiced messages.
 - 6.4.2.1 Pre-produced and ad-hoc assembled messages shall include English and Spanish languages.
 - 6.4.2.2 Selection of paging zone for message distribution.
- 6.5 Network Connectivity and Communications Protocols:

All PA system components must utilize the Airport SDN for Internet Protocol connectivity (a dedicated PA LAN is not permitted).
- 6.6 The new PA system shall play-back professional pre-produced messages, and offer recording, storage, and play-back of messages by Airport and airlines operations including professionally pre-produced messages in English and Spanish languages.
- 6.7 All new paging system installations must follow industry standards including, but not limited to, the following standards organizations:
 - 6.7.1 National Fire Protection Association
 - 6.7.2 Telecommunications Industry Association
 - 6.7.3 Audiovisual and Integrated Experience Association
- 6.8 Performance Requirements:
 - 6.8.1 Delivered audio frequency response of 80Hz to 12KHz +/- 3dB
 - 6.8.2 Speech Transmission Index minimum of 0.65 throughout the entire terminal
 - 6.8.3 Delivered audio corrected for ambient noise level +10dB
 - 6.8.4 Total latency for live messaging shall be less than 10 milliseconds

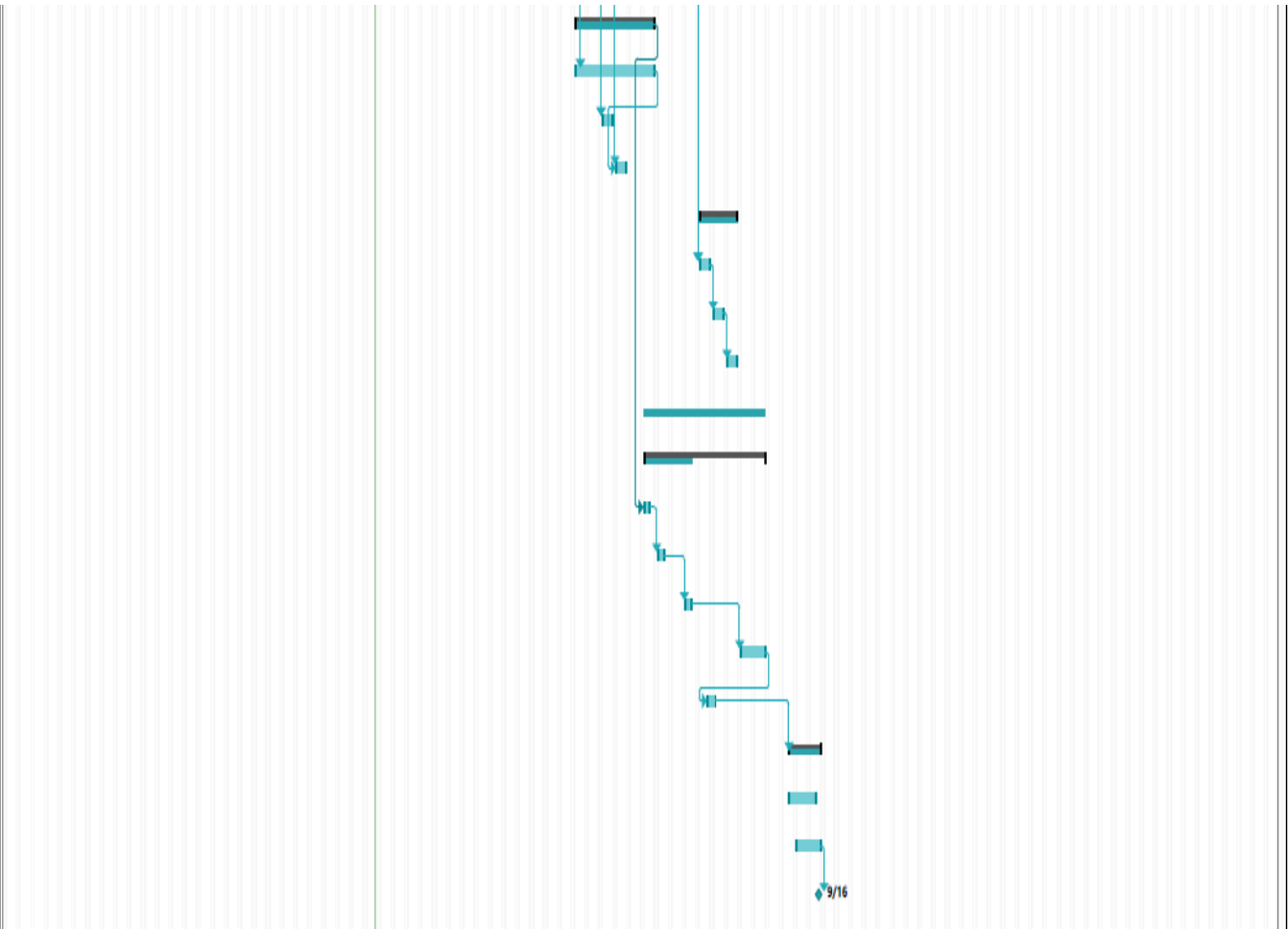
EXHIBIT A-2 PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Implementation of this project will proceed in accordance with the Preliminary Project Implementation Schedule set forth below in Table A1, except as may be modified into a Final Project Implementation Schedule that is approved by the City during project initiation and shall reflect tasks in the appropriate order with estimated dates and based on elapsed time as approved by the City. The Final Project Implementation Schedule will become the governing project schedule incorporated into the Agreement. The Project Implementation Schedule is based upon work being accomplished Monday through Friday during normal business hours (defined as 8:00am to 5:00pm Pacific Time), with the exception of City holidays.

Table A1: Preliminary Project Implementation Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1	★	SAN JOSE INTERNATIONAL AIRPORT PAS PROJECT	133 days	Wed 3/16/22	Fri 9/16/22
2	★	PROJECT INITIATION	21 days	Wed 3/16/22	Wed 4/13/22
3	★	contract signature / NTP	0 days	Wed 3/16/22	Wed 3/16/22
4	★	project kickoff	1 day	Mon 3/21/22	Mon 3/21/22
5	★	initiate subcontract with FordAV	20 days	Mon 3/28/22	Fri 4/22/22
6	★	initial site survey	2 days	Mon 4/4/22	Tue 4/5/22
7	★	PROJECT PLANNING	57 days	Thu 3/17/22	Fri 6/3/22
8	★	site walk-through w/ subcontractor	2 days	Mon 4/25/22	Tue 4/26/22
9	★	stakeholder meetings and workshops	5 days	Mon 5/2/22	Fri 5/6/22
10	★	project SIDA badging for contractor staff	10 days	Mon 4/4/22	Fri 4/15/22
11	★	permits	10 days	Mon 3/21/22	Fri 4/1/22
12	★	submittal review and approval by airport	10 days	Mon 5/2/22	Fri 5/13/22
13	★	planning documentation and approval	25 days	Mon 5/2/22	Fri 6/3/22
14	★	Option A: hardware procurement	36 days	Mon 3/28/22	Mon 5/16/22
15	★	Option B: UPS Paging Station Procurement	275 days	Thu 3/17/22	Wed 4/5/23
16	★	PROJECT EXECUTION			
17	★	System Configuration	15 days	Mon 5/9/22	Fri 5/27/22
18	★	initial server provisioning	10 days	Mon 5/9/22	Fri 5/20/22
19	★	Option A: Local 4 Bttn Paging Station setup and shipment to site	15 days	Mon 5/9/22	Fri 5/27/22
20	★	Option B: Local UPS Paging Station setup and shipment to site	20 days	Mon 4/10/23	Fri 5/5/23

21	★	Onsite Implementation	30 days	Mon 5/16/22	Fri 6/24/22
22	★	Ford AV subcontractor work	30 days	Mon 5/16/22	Fri 6/24/22
23	★	detailed server configuration	5 days	Mon 5/30/22	Fri 6/3/22
24	★	paging station integration	5 days	Mon 6/6/22	Fri 6/10/22
25	★	Training	15 days	Mon 7/18/22	Fri 8/5/22
26	★	provide training materials	5 days	Mon 7/18/22	Fri 7/22/22
27	★	customer review and coordination	5 days	Mon 7/25/22	Fri 7/29/22
28	★	user and admin training	5 days	Mon 8/1/22	Fri 8/5/22
29	⚙️	TESTING AND ACCEPTANCE			
30	★	System Testing	45 days	Mon 6/20/22	Fri 8/19/22
31	★	initial contractor testing	3 days	Mon 6/20/22	Wed 6/22/22
32	★	system acceptance testing	3 days	Mon 6/27/22	Wed 6/29/22
33	★	user acceptance testing	3 days	Mon 7/11/22	Wed 7/13/22
34	★	Punchlist Completion	10 days	Mon 8/8/22	Fri 8/19/22
35	★	Final System Commissioning	2 days	Fri 7/22/22	Mon 7/25/22
36	★	PROJECT CLOSEOUT	12 days	Thu 9/1/22	Fri 9/16/22
37	★	warranty documentation	10 days	Thu 9/1/22	Wed 9/14/22
38	★	O and M documentation	10 days	Mon 9/5/22	Fri 9/16/22
39	★	project complete	0 days	Fri 9/16/22	Fri 9/16/22



Project: SIC Milestone Schedule
Date: Fri 2/4/22

Task	Milestone	Project Summary	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	External Task	Deadline	Manual Progress
Split	Summary	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	External Milestone	Progress	

EXHIBIT A-3
FINAL SOLUTION ACCEPTANCE CERTIFICATE

After the City is satisfied with all test results and resolutions, the City will initiate execution of the Final Solution Acceptance Certificate.

FINAL SOLUTION ACCEPTANCE CERTIFICATE

Customer Name: City of San José (“City”)

Project Name: Public Address System for Norman Y. Mineta San José International Airport

This Final Solution Acceptance Certificate memorializes the occurrence of Final Solution Acceptance.

Contractor and the City acknowledge that:

1. Contractor has delivered the Solution, Software, Services, and documentation promised under this Agreement.
2. The Solution is accepted, and all punch list items generated during testing have been complete.
3. By acknowledging the Final Acceptance of the Solution, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

City of San José (“City”)

_____ (“Contractor”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B COMPENSATION

1 COMPENSATION AND PAYMENT TERMS

- 1.1 The maximum amount payable for all products and services provided under this Agreement shall not exceed One Million Five Hundred Fifty Thousand Two Hundred Fifty-Three Dollars (\$1,550,253) during the Initial Term. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.
- 1.2 Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms, following delivery and acceptance of designated milestones as shown below in Table B1: Payment Schedule. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.
- 1.3 Payment for any deliverable under this Agreement, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect each deliverable and reject upon notification to Contractor any that do not conform to the specifications or other requirements of this Agreement. Rejected deliverables shall be promptly corrected, repaired, or replaced by Contractor. If City receives deliverables with defects or nonconformities not reasonably apparent on inspection, the City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

2 PROJECT PERFORMANCE AND PAYMENT SCHEDULE

- 2.1 Work shall commence within two weeks of Agreement execution. All timeline dates are understood to be close of business, 5:00 pm Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.
- 2.2 Compensation and payments shall be made to Contractor by City based on Net Thirty (30) days payment terms.
- 2.3 Implementation Invoicing Procedure: Contractor will invoice the City upon completion of each milestone but not more frequently than monthly.
- 2.4 Ongoing Annual Services Invoicing Procedure: Contractor shall invoice the City annually for applicable ongoing services including subscription, technical support, maintenance, and hosting fees beginning on the date of final acceptance. City shall prepay a year in advance for applicable ongoing subscription, technical support, maintenance, and hosting services provided under the Agreement.
- 2.5 The City agrees to compensate Contractor for the Services performed and the Software and software customizations provided in accordance with the terms and conditions of this Agreement. Contractor shall invoice City in accordance with the Payment Schedule in Table B1 below:

Table B1: Implementation Services Payment Schedule

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
1	Project Kick-Off, Project Management, Project Implementation Plan	3/31/2022	\$131,777
2	Configuration and Installation/Implementation	6/30/2022	260,983
3	Test Plans, Testing, and Documentation	8/19/2022	144,338
4	Training (Included)	8/31/2022	0
5	Final Acceptance	9/16/2022	134,275
MAXIMUM COMPENSATION (INITIAL TERM)			\$671,373

Table B2: Price List

PA Hardware Including Warranty	Quantity	Unit Price	Total Not to Exceed
1. PA/Visual Paging Automation System	1	\$72,169	\$72,169
2. Full Function Paging Mic Stations	91	2,500	227,500
3. 8-Channel, 1000W/CH Flex Amplifier	11	6,119	67,311
4. 8-Channel, 4000W, Q-Sys	22	4,465	98,238
5. Cx-Q2K4 Amplifier	5	2,288	11,440
6. Four Button Desktop Page Stations	12	1,888	22,653
Subtotal PA Hardware & Warranty			\$499,311

Ongoing Costs	Initial Term (Year 1)	Initial Term (Year 2)	Initial Term (Year 3)	Option 1 (Year 4)	Option 2 (Year 5)	Total Not to Exceed
7. Software Licenses/Subscriptions	\$23,390	\$23,390	\$23,390	\$24,091	\$24,814	\$199,075
8. Onsite Technical Support and Maintenance	103,133	103,133	103,133	106,227	109,414	525,040
Subtotal Ongoing	\$126,523	\$126,523	\$126,523	\$130,318	\$134,228	\$644,115

Table B3: Total Maximum Compensation (Initial Term)

Description	Not to Exceed Cost
Implementation Services	\$671,373
PA Hardware Including Warranty	499,311
Ongoing Costs	379,569
TOTAL MAXIMUM COMPENSATION (INITIAL TERM)	\$1,550,253

All amounts stated above are in United States Currency.

*The signed Final Solution Acceptance Certificate (Exhibit A-3) triggers payment of the 20% retainer.

3 RENEWAL PERIOD COMPENSATION

3.1 After the Initial Term, the City reserves the right to extend the term of this Agreement pursuant to Section 2.2 (“Options to Extend”) at the same rates as the Initial Term unless otherwise requested and agreed to in writing by the Parties.

3.2 Price Renegotiation:

3.2.1 Contractor may request adjustments to compensation rates sixty (60) days prior to the end of the current term.

- 3.2.2 Contractor shall provide information justifying reasons for any increase.
- 3.2.3 Price adjustments are subject to City’s approval, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not increase by more than the Consumer Price Index (“CPI”) identified below.

CPI-All Urban Consumers (CPI-U)

Series Id: CUURS49BSA0, Not Seasonally Adjusted
 Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
 Area: San Francisco-Oakland-Hayward, CA
 Item: All items
 Base Period: 1982-84=100

- 3.2.4 The index reference shall be the CPI that is published most immediately preceding the request, which shall be compared with the CPI published twelve months prior.
- 3.2.5 Notwithstanding the preceding provisions of this Section, the adjustment of any compensation rate for any twelve-month period shall not exceed 3% over the previous year’s fees, unless the City’s Living Wage and/or Prevailing Wage, if applicable, increases by more than 3% or unless otherwise negotiated.

3.3 City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term. The City’s Director of Finance or designee is authorized to exercise options on behalf of the City.

4 ADDITIONAL SERVICES

- 4.1 In the event the City requires additional services, Contractor shall provide a written quotation, at no cost to the City, of the type of Additional Service requested and the time required to complete the requested work.
- 4.2 Supplemental professional service rates shall not exceed the following:

Additional Services	Hourly Rate
Project Management	\$152
Systems Installer	\$115
Software Integration/Developer	\$200
PA Engineer	\$115
Hotel & Subsistence - Project Manager On-site (Per day)	\$448
Travel/ Airfare - Project Manager (Round trip)	\$746

- 4.3 The City reserves the right to request a fixed priced quote in lieu of time and materials. Any fixed price quotes shall be consistent with or less than the agreed-upon additional service rates in Section 4.2 above and must be good for at least ninety (90) days.
- 4.4 Quotes must be approved by the City through an executed Change Order prior to any work being performed.

5 LIQUIDATED DAMAGES

- 5.1 Contractor and City agree that meeting the Service Levels set forth in the Scope of Services are critical to the City’s ability to provide services to the public at the Airport. Contractor and City further agree that City would be damaged by Contractor’s failure to meet the Service Levels described below and that making a precise determination of the amount of damages resulting from Contractor’s breach would be impracticable and/or extremely difficult.
- 5.2 Liquidated Damages shall be incurred if Contractor fails to meet the performance standards and specifications as set forth in the Scope of Services. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City due to Contractor’s failure to meet the performance standards and specifications of the Agreement.
- 5.3 THEREFORE, CONTRACTOR AND CITY AGREE THAT IN THE EVENT OF ANY OF THE FOLLOWING “PERFORMANCE STANDARD BREACHES,” CONTRACTOR SHALL PAY TO CITY THE AMOUNT SPECIFIED BELOW AS LIQUIDATED DAMAGES FOR THE APPLICABLE BREACH. BY PLACING THEIR INITIALS BELOW, CITY AND CONTRACTOR ACKNOWLEDGE THAT THE AMOUNTS SET FORTH BELOW HAVE BEEN AGREED UPON AS THE PARTIES’ REASONABLE ESTIMATE OF CITY’S DAMAGES.

Reference (Exhibit A-1 Scope of Services)	Description of Breach	Liquidated Damages Amount
Section 5.6.7	Any system failure requiring Tier 2 maintenance that lasts longer than 24 hours from when the Airport reports the issue to the Contractor.	\$25 per hour beyond the 24-hour allotment, \$1000 maximum per occurrence
Section 5.6.7	Any system failure requiring Tier 3 maintenance that lasts longer than 4 hours from when the Airport reports the issue to the Contractor.	\$50 per hour beyond the 4-hour allotment, \$5000 maximum per occurrence
Section 5.6.7	Response time for Tier 2 failures: Failure to respond within 1 hour from when the Airport reports the issue to the Contractor.	\$100 per occurrence
Section 5.6.7	Response time for Tier 3 failures: Failure to respond within 30 minutes from when the Airport reports the issue to the Contractor.	\$100 per occurrence
Section 5.6.7	Response time for Tier 3 failures: Failure to respond on-site within 4 hours of when the Airport reports the issue to the Contractor for issues that could not be resolved remotely within 2 hours.	\$250 per occurrence

“CITY”

By:  _____

“CONTRACTOR”

By:  _____
Harihar Subramanian (Mar 16, 2022 23:09 EDT)

EXHIBIT C INSURANCE REQUIREMENTS

Contractor, at Contractor’s sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors or suppliers.

1 MINIMUM SCOPE AND LIMIT OF INSURANCE

There shall be no endorsements reducing the scope of coverage required below unless approved by the City’s Risk Manager.

Type of Insurance	Minimum Limit
1 Commercial General Liability The coverage provided by Insurance Services Office “occurrence” form CG 0001, including coverages for contractual liability, personal injury/advertising injury, products/completed operations, broad form property damage, independent contractors, products and completed operations.	\$2,000,000 per occurrence for bodily injury, personal injury and property damage or \$4,000,000 annual aggregate.
2 Automobile Liability The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.	\$1,000,000 combined single limit per accident for bodily injury and property damage.
3 Workers’ Compensation and Employer Liability A: Workers Compensation as required by Statute and as required by the Labor Code of the State of California. B: Employers’ Liability	Coverage A: Statutory Coverage B: \$1M each accident/each employee injury by disease
4 Professional Errors and Omissions Including coverages for negligent acts, errors, or omissions arising from professional services provided under this contract, with any deductible not to exceed \$25,000 each claim.	Not less than \$1,000,000 per claim.

2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to, and approved by, the City’s Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City’s Risk Manager.

3 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

3.1 General Liability and Automobile Liability Coverages

- 3.1.1 The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

- 3.1.2 Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of Contractor's insurance and shall not contribute with it.
 - 3.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.
 - 3.1.4 Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 3.1.5 Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.
- 3.2 Workers' Compensation and Employers Liability
- Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.
- 3.3 All coverages
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

4 ACCEPTABILITY OF INSURANCE

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

5 VERIFICATION OF COVERAGE

- 5.1 Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 5.2 Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by Contractor's insurance company as evidence of the stipulated coverages.
- 5.3 Proof of insurance shall be emailed in pdf format to: Riskmgmt@sanjoseca.gov

CERTIFICATE HOLDER

City of San José – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San José, CA 95113-1905

6 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT D CHANGE ORDER FORM

CHANGE ORDER # ___

Pursuant to Section 7 of the Agreement between _____ (“Contractor”) and the City of San José (“City”) for _____, the Agreement is hereby amended as follows:

(The following language is provided as an example of how to complete this form.)

1. Contractor shall provide the following additional services at the costs indicated below:

TOTAL	
-------	--

2. The following services, products, or deliverables are hereby deleted and the associated costs in amounts set forth below are also deleted.

TOTAL	
-------	--

3. Exhibit ___ is hereby amended to read as set forth in the Revised Exhibit ___ which is attached hereto.

4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.

	Total Cost of Change	
	Total Credit of Change	
	Previous Amendments and/or Change Orders	
	Original Contract	

ACCEPTANCE

Contractor hereby agrees to accept the amount set forth herein as payment in full for the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.

Contractor

APPROVED AS TO FORM

Name
Title

City of San José

Name
Title

Date

Name
Title

Date

EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	
DATE:	

Pursuant to Section _____ of the Agreement referenced above, the City of San José hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
------------	--

OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the Rates of Compensation are hereby adjusted as follows:
 (use attachment if necessary)

MAXIMUM COMPENSATION for Option Term:	
---------------------------------------	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the maximum compensation set forth above for Contractor’s services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San José hereby certifies that an unexpended appropriation and funds are available for the option term specified above.

<p>CITY OF SAN JOSE a municipal corporation</p> <p>By _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

EXHIBIT F-1

WAGE REQUIREMENTS AND INFORMATION

Pursuant to City of San José Prevailing Wage and Living Wage Policies, Contractor and any subcontractor shall be obligated to pay not less than the prevailing wage or living wage in accordance with the requirements of this policy document, and the Wage Determination as indicated in Exhibit F-2.

1 CITY COUNCIL WAGE POLICIES

1.1 Living Wage Policy

- 1.1.1 Under City Council Policy 3-3, contractors who are awarded certain City service and labor contracts are required to pay a minimum level of compensation and provide a minimum number of days of compensated time off to covered employees who work on these projects.
- 1.1.2 Living wages shall mean the wages paid under a collective bargaining agreement between the Contractor and a recognized union representing employees who will perform services pursuant to the Agreement.
- 1.1.3 If the wage rates set forth in the collective bargaining agreement fall below the then current Living Wage Rate set by the City of San José, the required rate of pay shall be the City's Living Wage Rate unless the collective bargaining agreement expressly provides that the agreement shall supersede the requirements of the Living Wage Policy.
- 1.1.4 If there is no collective bargaining agreement as described above, not less than the current Living Wage Rate must be paid to covered employees performing work identified in the applicable wage determination issued by the City of San José's Office of Equality Assurance.
- 1.1.5 Contractors shall provide twelve (12) days of compensated time off to full time covered employees, and six (6) days of compensated time off to part time covered employees. Paid holidays, paid sick days, paid vacation, and paid personal days are allowed to count towards the 12 or 6 required days.

1.2 Prevailing Wage Policy

- 1.2.1 California Labor Code and/or Resolutions of the City of San José require the payment of not less than the general rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations.
- 1.2.2 Prevailing Wages established by the California Department of Industrial Relations shall be the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement.
- 1.2.3 Prevailing Wages established by the City of San José shall mean the wages paid under a collective bargaining agreement between the Contractor and a recognized union representing workers who perform services pursuant to this agreement; or
- 1.2.4 If there is no collective bargaining agreement as described above, not less than the prevailing rate of per diem wages for the employee craft/classification as determined by the City of San José's Office of Equality Assurance.

- 1.2.5 The City's Prevailing Wage will be subject to annual adjustment on the anniversary date of the agreement. Adjustment will be based on the U.S. Department of Labor/Bureau of Labor Statistics Consumer Price Index, All Items, for all Urban Consumers [CPI-U] for San Francisco-Oakland-San José.

Please see Exhibit F-2 for Classification and Wage Determination.

2 REPORTS

- 2.1 The Office of Equality Assurance will monitor the payment of prevailing and living wages by requiring the awarded Contractor and all Subcontractors to file a LABOR COMPLIANCE WORKFORCE STATEMENT and LABOR COMPLIANCE FRINGE BENEFIT STATEMENT with supporting documentation.
- 2.2 The awarded Contractor and Subcontractors shall also report such other additional information, including certified payrolls, as requested by the Director of Equality Assurance to ensure adherence to the Policies.
- 2.3 Labor compliance statements must be filed in the Office of Equality Assurance within 10 days of execution of this Agreement at the address below.

City of San José
Office of Equality Assurance
200 East Santa Clara Street
Fifth Floor, San José, CA 95113
Phone: 408-535-8430

3 LIVING WAGE POLICY PROVISIONS

- 3.1 On November 17, 1989, by Resolution No. 68554, amended on June 8, 1999 by Resolution No. 68900, amended on May 27, 2003 by Resolution No. 71584, amended on June 4, 2013 by Resolution No. 76653 and amended on January 28, 2014 by Resolution No. 76911 the San José City Council adopted its Living Wage Policy to meet the employment and economic development needs of low wage workers by mandating:
- 3.2 A minimum level of compensation and a minimum number of days of compensated time off for workers employed by contractors and subcontractors who are awarded certain City of San José service and labor contracts with an expenditure in excess of \$20,000 and recipients who receive direct monetary financial assistance from the City in the amount of \$100,000 or more in any twelve-month period, excluding non-profit corporations;
- 3.3 The provision of health insurance benefits or the ability to afford health insurance;
- 3.4 Retention of employees when certain new contractors take over a continuing City service;
- 3.5 An environment of labor peace; and
- 3.6 Employee Work Environment Evaluation (Third Tier Review)

4 WAGE REQUIREMENTS

- 4.1 For the purpose of this provision, Covered Employees means any person employed by the Contractor or Subcontractor who meets the following conditions:
- 4.2 The person does not provide volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation;
- 4.3 The person expends at least half of his/her time on work for the City;

- 4.4 The person is at least eighteen (18) years of age; and
- 4.5 The person is not in training for the period of training specified under training standards approved by the City of San José.

5 ENFORCEMENT

5.1 General

Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Contract, it is required to pay workers either a prevailing or living wage (“Wage Provision”) and to submit certain documentation to the City establishing its compliance with such requirement. (“Documentation Provision.”) Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively “Goals”):

- 5.1.1 It protects City job opportunities and stimulates the City’s economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
- 5.1.2 It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
- 5.1.3 Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San José because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San José.
- 5.1.4 It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

5.2 Remedies for Contractor’s Breach of Prevailing Wage/Living Wage Provisions

- 5.2.1 **Withholding of Payment:** Contractor agrees that the Documentation Provision is critical to the City’s ability to monitor Contractor’s compliance with the Wage Requirement and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor’s compliance with this Provision, as well as the Wage Requirement, is an express condition of City’s obligation to make each payment due to the Contractor pursuant to this Agreement. The City is not obligated to make any payment due the Contractor until Contractor has performed all of its obligations under these Provisions. This Provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor’s failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.
- 5.2.2 **Restitution:** Contractor agrees that in the event of a breach of its obligations it will pay any amounts underpaid in violation of the required payments and City’s administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.

- 5.2.3 **Liquidated Damages for Breach of Wage Provision:** Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing/living wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, Contractor shall pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.
- 5.2.4 **Additional Remedies:** Contractor agrees that in addition to the remedies set forth above City retains the right to suspend or terminate the Agreement for cause and to debar Contractor or subcontractors from future City contracts and/or deem the recipient ineligible for future financial assistance.

6 AUDIT RIGHTS

All records or documents required to be kept pursuant to this Contract to verify compliance with the Wage Provision shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

7 COEXISTENCE WITH ANY OTHER EMPLOYEE RIGHTS

These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.

EXHIBIT F-2 CITY OF SAN JOSE CLASSIFICATION DETERMINATION



PUBLIC WORKS DEPARTMENT
OFFICE OF EQUALITY ASSURANCE

WAGE AND LABOR COMPLIANCE CLASSIFICATION DETERMINATION SJC AIRPORT PAGING SYSTEM

ATTENTION: CITY FUNDED CONSTRUCTION, MAINTENANCE, AND QUALIFYING LIVING WAGE SERVICE PROJECTS ARE SUBJECT TO CITY OF SAN JOSE PREVAILING WAGE AND LIVING WAGE ORDINANCES.

Based on California Labor Laws regarding Public Funded Contracts and the City of San Jose Living Wage Ordinance regarding identified Contract Services, all City Funded Contract/Purchase Order Contractor/Vendors' assigned workers, performing labor (labor defined by the Dept. of Labor as "Construction, alteration, demolition, installation, maintenance or repair work done under contract and paid in whole or in part out of public funds." and/or a Service identified in the Living Wage Ordinance, are subject to the City of San Jose Wage Ordinances.

The Wage Policy Checked Below Shall Apply to This Solicitation.

Contracts subject to City of San Jose Living Wage and Prevailing Wage Policies must apply the higher wage rate.

- Prevailing Wage Policy** Living Wage Rate applied due to being the Higher Wage Rate
 LIVING WAGE POLICY Prevailing Wage Rate applied due being the Higher Wage Rate

Wage Indexes Are Published Semiannually and Assigned According to Contract/Agreements' Initial Bid's Advertised Date. Contract/Agreement Bid Advertised between **Aug 1 to March 1** are Assigned Wage Index 2021-1

VARIOUS CLASSIFICATIONS MIGHT BE APPLICABLE. CONFIRM CLASSIFICATIONS WITH ASSIGNED LABOR COMPLIANCE SPECIALIST. THE OFFICE OF EQUALITY ASSURANCE DETERMINED FOLLOWING CLASSIFICATIONS AS APPROPRIATE TO COMPLETE PROJECT. Classifications below are based on the contract or purchase of service's Scope of Work for SJC Airport Paging System

**PREVAILING WAGE CLASSIFICATIONS SAN JOSE PREVAILING WAGE ORDINANCE
DIR APPRENTICE WAGE RATES**

(All Public Works Contracts Valued at \$30,000 Must Follow DIR Apprenticeship Program Requirements)

CLASSIFICATION: ELECTRICIAN SANTA CLARA COUNTY BASIC WAGE RATE

COMM & SYSTEM INSTALLER

Fire and Burglar Alarm Installation, including termination, setting of devices, wiring control panel, final connection, programming, and performance checks performed are by Comm & System Installer

COMM & SYSTEM TECH. UPGRADING ELECTRICAL CONDUITS, BREAKERS, OR WIRING TO CONDUITS.

CLASSIFICATION: TELECOMMUNICATIONS TECHNICIAN CALIFORNIA STATE BASIC WAGE RATE

Repairs and maintains Audio/Video equipment in central office. Locates trouble by inspecting and testing equipment and analyzing test data, trouble reports and computer diagnostics or printouts. May perform many tedious, repetitious test procedures to locate trouble. Clears trouble by cleaning, adjusting. Or replacing equipment; or by computer input commands; repairs faulty wiring. Performs routine equipment maintenance such as inspecting, cleaning, testing and lubricating. Tests and controls equipment using computer input/output devices

2021-1 CLASSIFICATIONS	BASIC HOURLY RATE	HW	PENSION	VAC/HOL	TRAINING	OTHER	TOTAL HOURLY RATE	SATURDAY & OVERTIME	SUNDAY & HOLIDAY
ELECTRICIAN									
COMM & SYSTEM INSTALLER	45.50	11.90	8.15	-	1.10	0.26	\$68.51	92.05	115.60
COMM & SYSTEM TECH.	\$52.33	11.90	8.15	-	1.10	0.26	\$75.57	102.65	129.73
Telecomm Tech	\$44.93	\$7.65	\$4.06	\$3.11	-	-	\$59.75	\$82.215	\$127.145

PREDETERMINED WAGE INCREASES	
ELECTRICIAN - Comm & System Installer	Effective December 1, 2021, there is a \$4.00 increase allocated to wages and or employer payments.
Comm & Systems Tech	Effective December 1, 2021, there is a \$4.00 increase allocated to wages and or employer payments.
There will be no further increases applicable to this determinations.	
Telecomm Tech	- 3 increases: April 4, 2021 of \$1.44; April 3, 2022 of \$1.12 & April 2, 2023 of \$1.27 - There will be no further increases.

CITY OF SAN JOSE PREVAILING AND LIVING WAGE REQUIREMENTS

CONTRACTOR MUST REGISTER WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) BEFORE BIDDING.

CONTRACTOR MUST SUBMIT OFFICE OF EQUALITY ASSURANCE LABOR COMPLIANCE DOCUMENTS (OEA) ANNUALLY

WORKFORCE STATEMENT
FRINGE BENEFIT STATEMENT

LIST OF SUBCONTRACTORS
CERTIFICATE OF POSTING

CONTRACTOR MUST SUBMIT CERTIFIED PAYROLL REPORTS (CPR) WITH A STATEMENT OF COMPLIANCE TO DIR AND THE OFFICE OF EQUALITY ASSURANCE LABOR COMPLIANCE SPECIALIST ON A MONTHLY BASIS, THROUGHOUT THE FULL DURATION OF THE CONTRACT/AGREEMENT. PROGRESS PAYMENTS WILL BE HELD UNTIL RECEIPT OF CPRS.

- ◆ **PAY WORKERS THE CORRECT PREVAILING WAGE RATES FOR EACH CLASSIFICATION, OR TYPE OF WORK PERFORMED, FROM WAGE INDEX DATED AT TIME OF INITIAL BID ADVERTISE DATE. CA LABOR CODE 1773 AND 1774;**
- ◆ **LIVING WAGE ORDINANCE REQUIRES PREVAILING WAGE CLASSIFICATION WAGES SET NOT LESS THAN THE LIVING WAGE RATE**
Employee's wage rate will be adjusted annually on July 1 of each year. the Living Wage adjusted rate is published on the Office of Equality Assurance website and commences, July 1 of each year
- ◆ **TO VERIFY PAYROLL WEEKS OF NO WORK PERFORMED, SUBMIT A NON-PERFORMANCE STATEMENT.**
- ◆ **HOURS: SATURDAY AND SUNDAY WORK.**
Work performed on Saturday as defined below shall be paid for at one and one-half (1-1/2) times the regular rate of pay for the first eight (8) hours of work and at two (2) times the regular rate of pay for all hours worked in excess of eight (8). Work performed on Sunday as defined below shall be paid for at two (2) times the regular rate of pay for all hours worked. A shift, which commences on or after 1:00 a.m. On Saturday morning and before 1:00 a.m. On Sunday morning shall be deemed Saturday work for the entire shift. A shift, which commences on or after 1:00 a.m. On Sunday morning and before 1:00 a.m. On Monday morning shall be deemed Sunday work for the entire shift. Night shifts. When work is performed on a night shift, an employee assigned to work such night shift shall be paid twelve and one-half percent (12-1/2%) differential in addition to his/her regular pay. A night shift is a shift, which commences after 2:00 p.m. or before 4:00 a.m. During any twenty-four (24) hour period commencing at 12:01 a.m.
- ◆ **WHEN APPLICABLE, PROVIDE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER ASSIGNED TO PROJECT.**
Travel and Subsistence payments are set by the applicable collective bargaining agreements filed with the Director of Industrial Relations in accordance with labor code 1773.8

PROJECTS AMOUNTING \$30,000 AND MORE, CONTRACTOR IS REQUIRED TO EMPLOYEE TRADE APPRENTICES AS DIRECTED BY CALIFORNIA LABOR CODE 1777.5 WHICH REQUIRES ALL PUBLIC WORKS CONTRACTORS AND SUBCONTRACTORS TO:

- ◆ **SUBMIT CONTRACT AWARD INFORMATION TO DIR**
- ◆ **EMPLOY REGISTERED APPRENTICES LABOR CODE SECTION 230.1**
- ◆ **MEET THE RATIO REQUIREMENT OF LABOR CODE SECTION 1777.5.**
- ◆ **SUBMIT TRAINING FEE CONTRIBUTIONS TO UNION APPRENTICESHIP PROGRAM OR TO THE CALIFORNIA APPRENTICESHIP COUNCIL TRAINING CONTRIBUTION FUND,**

CONTRACT COMPLIANCE SPECIALISTS HAVE THE RIGHT TO ENGAGE IN UNANNOUNCED INSPECTIONS OF JOB SITES AND TO HAVE ACCESS TO THE EMPLOYEES OF THE CONTRACTOR, EMPLOYEE TIME SHEETS, INSPECTION LOGS, PAYROLL RECORDS AND EMPLOYEE PAYCHECKS.

IF CONTRACTOR IS NON-UNION SIGNATORY AND IS NOT PROVIDING EMPLOYER FUNDED BENEFITS:

- ◆ **THE AMOUNT OF FRINGE BENEFITS, EXCEPT FOR TRAINING FEE, WHICH IS SENT TO THE CALIFORNIA APPRENTICESHIP COUNCIL, ARE TO BE INCLUDED IN WORKERS HOURLY WAGE RATE.**

**CONTRACTOR SHALL NOT PERFORM ON-SITE WORK UNTIL LABOR COMPLIANCE DOCUMENTS ARE FILED.
CONTRACTOR AND SUBCONTRACTOR(S) ARE REQUIRED TO SUBMIT COPIES OF ALL CERTIFIED PAYROLL REPORTS WITH STATEMENT OF COMPLIANCE, MONTHLY, TO THE OFFICE OF EQUALITY ASSURANCE.**

OEALABOR COMPLIANCE DOCUMENTS AND INSTRUCTIONS ARE FOUND ON THE OEA WEBSITE.

PURCHASE ORDER CONTRACT WAGE ORDINANCE PROVISIONS

OFFICE OF EQUALITY ASSURANCE WAGE INDEX PACKET

City of San Jose funded construction, maintenance and service contracts are subject to either, Prevailing Wage and/or Living Wage Ordinances. The Office of Equality Assurance oversees compliance of these ordinances. A Wage Determination Packet indicating the allowed worker classifications, wages, and wage ordinance provisions is found on the office of equality assurance website or contact office of equality assurance to request copy of the City of San Jose Wage Determination Packet

CITY OF SAN JOSE – OFFICE OF EQUALITY ASSURANCE
200 E. SANTA CLARA STREET, 5TH FLOOR, SAN JOSE, CA 95113-1905 PHONE: 408.535.8430

HOW ARE THE CLASSIFICATIONS AND WAGES DETERMINED?

The Department of Industrial Relations (DIR) publishes a wage index semiannually; indicating the Prevailing Wage rates for all state, regional, and local county trades. The Wage Index assigned to a bid request based on the date a bid request is advertised. The Living Wage Ordinance applies to contracts amount \$20,000 and over, for specific services. The current Wage index (along with its predetermined wage increases) and the Living Wage rate (with annual wage increases) published at time of bid request advertisement will apply to the contract/agreement and be carried throughout the duration of the contract/agreement.

TOTAL HOURLY WAGE RATE IS THE SUM OF BASIC HOURLY RATE WITH COST OF THE FOLLOW FRINGE BENEFITS:

= [HOURLY BASIC PAY RATE] + [HOURLY HEALTH INS] + [HOURLY PENSION RATE] + [HOURLY TRAINING FEE]+ [HOURLY VAC/HOL PAY]

(An OEA Specialist Can Provide Calculation to Convert Monthly Benefit Payments into Hourly Rates.)

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENTS:

DIR requires all contractors/vendors to complete a DIR registration and electronically submit certified payrolls. Small Project Exemption releases contractor/vendors of DIR registration and certified payroll submission requirements. However, City of San Jose will continue to require submission of certified payroll reports.

REMEDIES FOR CONTRACTOR/VENDORS' BREACH OF WAGE ORDINANCES' PROVISIONS:

The City is not obligated to make any payments due the contractor until contractor has performed all its obligations under these provisions. This provision means that city can withhold all or part of a payment to contractor until all required documentation is submitted. Any payment by the city despite contractor/vendors' failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this agreement or a waiver of the right to withhold payment for any subsequent breach of the wage requirement or the documentation provision.

◆ **RESTITUTION:**

Require the employer to pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the city.

◆ **SUSPENSION OR TERMINATION: SUSPEND AND/OR TERMINATE AGREEMENT FOR CAUSE;**

◆ **DEBARMENT:**

Debar contractor or subcontractor from future city contracts and/or deem the recipient ineligible for future financial assistance.

◆ **LIQUIDATED DAMAGES FOR BREACH OF WAGE PROVISION:**

Contractor agrees its breach of the wage requirement would cause the city damage by undermining the goals, and city's damage would not be remedied by contractor/vendors' payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid. The city and contractor mutually agree that making a precise determination of the amount of city's damages because of contractor/vendors' breach of the wage requirement would be impracticable and/or extremely difficult.

THEREFORE, THE PARTIES AGREE THAT IN THE EVENT OF SUCH A BREACH, CONTRACTOR SHALL PAY TO THE CITY, AS LIQUIDATED DAMAGES, THE SUM OF THREE (3) TIMES THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF WAGES DETERMINED BY THE OFFICE OF EQUALITY ASSURANCE.

16451 NOTICE OF PROJECTS SUBJECT TO REQUIREMENTS OF POSTING

(c) The Call for Bids, Design-Build Request, and the contract or purchase order shall contain appropriate language concerning the requirements of Division 2, Part 7, Chapter 1 of the Labor Code and shall also state that the project is subject to the requirements of this subchapter, including the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with section 16461 below.

(D) On Each Job Site that is Subject to Compliance Monitoring and Enforcement by Office of Equality Assurance and The Department of Industrial Relations Under This Subchapter, The Awarding Body (City of San Jose) Shall Post or Require the Prime Contractor to Post a Notice Containing the Following Language:

"This public funded project is subject to monitoring and investigative activities by the Office of Equality Assurance (OEA) of San Jose and by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California.

This Notice is intended to provide information to all workers employed in the execution of a Public Funded contract and to all contractors and other persons having access to the job site to enable OEA and the CMU to ensure compliance with and enforcement of prevailing wage laws on public funded projects.

"The prevailing wage laws require all workers be paid at least the minimum hourly wage of the assigned Wage Index, as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained (noted in the Classification Determination) by the public entity (City of San Jose) which awarded the public funded contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the OEA or CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Office Equality Assurance Office:
200 East Santa Clara Street, 5th Floor, San Jose, CA 95113
Telephone Number: (408) 535-8430

Labor Standards Enforcement Office:
100 Paseo de San Antonio, Room 120, San Jose, CA 95113
Telephone Number: (408) 277-1266

"Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the OEA or CMU may take legal action against those responsible.

"Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

"For more information about prevailing wage laws, living wage laws, and how to file a complaint concerning any violation, you may contact OEA or review the OEA website found at <https://www.sanjoseca.gov/your-government/department-directory/public-works/labor-compliance/labor-compliance>

EXHIBIT G

INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS

The requirements below define the City's Information Technology and Security Requirements as they pertain to this Agreement. Contractor shall comply with the following requirements in providing all Information Technology-related software, services, and equipment.

1 ACCESSIBILITY REQUIREMENTS

Contractor's Services and Solution shall, at a minimum, comply with Level A/Level AA success criteria of the [Web Content Accessibility Guidelines](#) (WCAG), all applicable provisions of [Section 508 of the Rehabilitation Act](#) and the [Americans with Disability Act](#) (ADA), as amended, and the City's [Website and Digital Services Governance](#), as applicable.

2 SECURITY REQUIREMENTS

2.1 Privileged Information

Contractor shall provide any and all information systems security findings and recommendations under privileged access, or a similar level of protection, in order to guard against revealing potential security issues that put the City, citizens, and businesses at risk.

2.2 Secure Transmission

Contractor shall provide any and all information systems security findings, recommendations, and work materials via a secure file transfer method accessible by the City.

2.3 Secure Access

Contractor shall have all equipment, materials, and support necessary to remotely connect to the City servers and computers via a secure connection per City access protocols. The City will provide secure VPN access into the network to the Contractor as required. On-site access will also be provided as needed and as mutually agreed by the parties.

2.4 Security Policy and Standards

Contractor shall adhere to the City's *Information and System Security Policy* and *Information Security Standard Handbook* or any other similar standard such as NIST SP800-53, ISO 27005, CIS, or COBIT, in providing the services.

2.5 Security Controls

Contractor shall implement security controls in accordance with the City's Security Policy and Standards or any other acceptable standard to assess any solution prior to first release or release of any major improvement or enhancement. Contractor's solution must be audited by a third party at least once a year and results shall be shared with City along with regular updates on risk mitigation.

2.6 Limited Access

If necessary for the fulfillment of the Agreement, City may provide Contractor with non-exclusive, limited access to the City's information technology infrastructure. Contractor shall abide by all City policies, standards, regulations, and restrictions regarding access and usage of City's information and communication technology resources. Contractor shall enforce all such policies, standards, regulations, and restrictions with all Contractor's employees, agents, and any tier of subcontractor granted access in the performance of this Agreement and shall only

grant such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

2.7 Compromised Security

In the event that Data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the City immediately. Contractor agrees to reimburse the City for any costs it incurs to resolve potential breaches incurred due to the Contractor, including, where applicable, the cost of assisting individuals who may be impacted by the Contractor's breach.

2.8 Incident Response

Contractor shall develop and maintain an incident response plan for providing notification, containing, eradicating, and recovering from a significant incident that impacts the operations of the solution.

2.9 Contingency Planning

Contractor shall develop and maintain a contingency plan for providing resiliency and redundancy to the solution.

EXHIBIT H

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1 COMPLIANCE WITH REGULATIONS:

The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2 NON-DISCRIMINATION:

The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:

In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4 INFORMATION AND REPORTS:

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5 SANCTIONS FOR NONCOMPLIANCE:

In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- 5.1 Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- 5.2 Cancelling, terminating, or suspending the contract, in whole or in part.

6 INCORPORATION OF PROVISIONS:

The Contractor will include the provisions of paragraphs one through six of this attachment in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 7.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 7.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 7.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 7.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 7.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 7.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 7.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 7.9 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 7.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- 7.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 7.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

8 FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

This Agreement and any subcontracts of this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Agreement and any subcontracts of this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT I

CONTRACTORS SOFTWARE LICENSE AGREEMENT

This Software License is effective on _____, by and between SITA Information Networking Computing USA Inc. (“Licensor”), a Delaware corporation with its principal place of business at 3100 Cumberland Blvd SE, Suite 900, Atlanta, GA 30339 and The City of San José (“Licensee”), with its principal place of business at 1701 Airport Blvd, San José, CA 95110.

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged as follows:

1 DELIVERY OF SOFTWARE DELIVERABLES

Licensor has delivered the software described in Section 14 (the “Software”) and documentation described in Section 14 (the “Documentation”) to Licensee on the “Delivery Dates” described in Section 14, fully tested and adapted for use on the “Computer Hardware” specified in Section 14.

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10 CHOICE OF LAW

All questions shall be decided in accordance with the laws of the State of California.

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Its: _____

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Documentation:

Computer Hardware:

Delivery Dates: