

REQUEST FOR PROPOSAL

For

**Battery Energy Storage System
("BESS")**

23-24/27



PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

The Port of Oakland (the "Port"), through its Purchasing Department, is hereby soliciting competitive proposals for the above-mentioned project. The successful Respondent will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

Proposal Information

Proposal Title	Battery Energy Storage System ("BESS")
Proposal Type	Goods and Services
Proposal Number	23-24/27
Proposal Issued	April 19, 2024
Department Requesting Services	Utilities Administration
Non-Mandatory Pre-proposal Meeting	May 7, 2024 at 9:00 A.M. Oakland International Airport Facilities Maintenance Complex 8500 Earhart Road Oakland, CA 94621
Scheduled Publication Date	April 19, 2024
Proposal Due Date and Time	June 6, 2024 until 11:00 a.m. (PST)

Instructions for Submitting Proposals

Electronic Delivery Address	https://lf.portoakland.com/ Please login to Liquid Files at the above listed URL and click on the "Register" button to upload your proposal to nsioson@portoakland.com . Do not email your proposal to the buyer directly. Your proposal must be uploaded to the Liquid Files' site to be accepted by the Port. Once your Proposal has been uploaded to Liquid Files, you will receive a copy of the email that Liquid Files generates to the buyer with your proposal. (Note: Liquid Files limits the file size to a maximum of 3 Gigabytes (GB), and there will be a slight delay as to when Liquid Files emails your Proposal to the buyer, so please upload your files early so that they will be received by the due date and time.)
Submittal Copies	One (1) Original proposal as a single file in Adobe Portable Document Format (pdf) transmitted to the above listed Buyer <u>via Liquid Files</u> . (If your file size is larger than 3 GB, please modify it to be less than 3 GB.)
Late Submittals	Electronic Proposals received after the Proposal Due Date and Time stated above will not be downloaded by the Port.

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Location	Address
Physical	Port of Oakland--Purchasing Department 530 Water Street, Oakland, CA 94607 Monday through Friday 9:00 AM to 4:00 PM (510) 627-1140
Website	http://www.portofoakland.com/business/bids-rfps/ Or navigate to the Port of Oakland's main website at: http://www.portofoakland.com/ , then click on "Bids/RFPs" from the banner on the top of the page, and then scroll down to download the RFP.

Questions about the Proposal

Questions and/or Requests for Information (RFI) must be submitted in writing and can be submitted by email as follows:

Primary Contact	Nicklaus Sioson Email: nsioson@portoakland.com
Question/RFI Due Date	May 14, 2024 until 4:00 p.m. Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	May 21, 2024 All pertinent questions will be responded to via addendum emailed to all prospective proposers and placed on the Port's website. Proposers who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain Proposal Documents" section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form.

Once the RFP is issued, and until a recommendation for award is made to the Board of Port Commissioners at a public Board of Port Commissioners meeting (or in cases where a recommendation for award does not require a public Board meeting, when Proposers are notified by Port staff of the recommendation for award), each Proposer and its representatives, agents, and affiliates, shall not contact members of the Evaluation Committee, Port staff or the Board of Port Commissioners to discuss or ask questions about the contents of this RFP or the selection process. All questions shall be submitted in writing as described in this RFP. Any inappropriate contact by a Proposer, its representatives, agents, and/or affiliates may result in the Proposers' proposal being disqualified.

Full Opportunity

The Port's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a

known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. It is the policy of the Port of Oakland to encourage and facilitate full and equitable opportunities for small local businesses to participate in its contracts for the provision of goods and services. It is further the Port's policy that no discrimination shall be permitted in small local business participation in Port contracts or in the subcontracting of Port contracts. The successful Respondent shall comply with the Port's non-discrimination policy.

Title VI Solicitation Notice: The Port of Oakland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award in consideration for an award.

The Port reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the Port.

John Banisadr,
Port Purchasing Manager

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Attachments:

Title		Must Be Returned with Proposal
1	Non-Collusion Declaration	Yes
2	Statement of Equal Employment Opportunity	Yes
3	RFP Acknowledgement and Signature Form	Yes
4	Proposal Worksheet	Yes
5	Port of Oakland Non-Discrimination and Small Local Business Utilization Policy A. Chart for Submitting Data for Calculation of Preference Points B. Local Participation Questionnaire C. Monthly Utilization of Local and Small Business Enterprises D. Final Utilization of Local and Small Business Enterprises	Yes Attachment 5-A and 5-B are required with the Proposal. (Note: If you are submitting a new Certification Application for preference points, then your completed application is due 7 business days prior to the proposal due date.) Attachments 5-C and –D are required after contract award final completion of the project.
6	Non-Discrimination and Small Local Business Utilization Policy Program Affidavit	Yes
7	City of Oakland City Charter §728 Living Wage Information A. Employer Self-Evaluation for Port of Oakland Living Wage B. Certificate of Compliance—Living Wage	No (Attachment 7-A and 7-B are required prior to entering into contract with the Port of Oakland)

Title		Must Be Returned with Proposal
8	Statement of Living Wage Requirements	Yes
9	Supplier Insurance Requirements	No
10	Insurance Acknowledgement Statement	Yes
11	Professional Services Agreement	No (Note: If awarded the contract, the successful Respondent will execute a revised version of the Port's standard Professional Services Agreement, which will be consistent with the provisions of this RFP.)
12	Exhibit A – Battery Energy Storage Systems Technical Requirements	No
13	Exhibit B – Interval Data	No
14	Exhibit C – Master Single Line Diagram	No

I. Project Overview

The Port of Oakland ("Port") is soliciting proposals from an experienced Battery Energy Storage System ("BESS") supplier, vendor, seller ("Seller") to procure, source, manufacture, deliver, test, commission, operate, and maintain a utility-scale BESS to be located at the Oakland International Airport ("Airport" or "OAK"). This pilot project will involve the deployment of a turnkey BESS unit to enable real-time monitoring and data collection, providing valuable insights into the BESS technological advances, performance, and capabilities. By executing this pilot project, the Port endeavors to assess the viability and potential of BESS in optimizing energy consumption via efficient load management, integrating renewable energy resources within the Airport's electrical infrastructure, enhancing grid stability and resiliency, paving the way for broader implementation of BESS across its electric distribution system. The primary objective of this project is to seamlessly integrate a new, fully operational BESS to effectively manage peak electricity demand, alleviating strain on the electrical grid during peak times.

As a publicly owned utility (POU), the Port provides electric services to our tenants and customers at the Seaport and Airport. OAK is powered by two (2) 12.47 kV circuits owned and operated by Pacific Gas & Electric (PG&E) and served from PG&E's Edes Substation. The dual services feed the Airport's primary substations ([SS-1](#) and [SS-1A](#)), which then supplies power to Airport's facilities and balances loads across the campus through a complex network of downstream Port owned and maintained substations, distribution circuits, and all tracked by a Port utility metering network. Year 2023 peak demand at OAK was 5.7 MW. The BESS will interconnect at distribution substation **SS-1A**, facilitating peak shaving and/or load shifting to mitigate energy demand during peak periods. Metering and interval data specific for SS-1 and SS-1A are provided in **Exhibit B – Interval Data** for identifying OAK's peak demand period, which may be different than PG&E's peak conditions. The Seller can use these data to determine size and capacity of the BESS.

To be considered, all submissions must be prepared in accordance with the requirements specified in this Request for Proposals (RFP). All qualified proposals will be evaluated using the criteria as set forth in **Section V. Evaluation Criteria** of this RFP to select one Seller which, in its sole judgment, best meets the needs of the Port and provides the best value to the Port.

About the Port of Oakland

The Port of Oakland was established in 1927 as an "independent department" of the City of Oakland under the City's Charter. The Port is a municipal corporation, acting by and through its Board of Port Commissioners and oversees the Oakland seaport, Oakland International Airport, Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is one of the top ten busiest container ports in the U.S.; Oakland International Airport is the second largest San Francisco Bay Area airport offering over 300 daily passenger and cargo flights; and the Port's real estate includes commercial developments such as Jack London Square and hundreds of acres of public parks and conservation areas. Together, through Port operations and those of its tenants and users, the Port generates approximately 84,100 jobs in the region and over 1,000,000 jobs are related to the Port across the United States.

II. Scope of Services

A. Scope of Work

The Seller will be responsible for providing a fully functional turnkey BESS and associated work and services as described in the Scope of Services below.

1. BESS Procurement

- 1.1. Furnish the labor, materials, equipment, engineering, design, supervision, and any services required for procuring, fabricating, manufacturing, transporting, delivering, testing, and commissioning a lithium-ion Battery Energy Storage System ("BESS") as specified in **Exhibit A**

– **BESS Technical Requirements**, for behind-the-meter interconnection and full integration to the Airport’s power distribution system.

- 1.2. Procure and furnish all electrical equipment up to and including the Power Conversion System (PCS), metering, DC cabling, control/communications wiring, network equipment and switches, battery cooling/HVAC system.
- 1.3. Provide Quality Assurance/Quality Control (QA/QC) Program documentation. All onsite QA/QC testing procedures shall be witnessed and documented by a qualified representative of Seller. The Port shall observe and witness QA/QC as necessary and at its discretion.
- 1.4. Provide proper shipping, handling, delivery, storage, and security of BESS and all of its components to ensure successful installation of the BESS. Seller shall be responsible for receiving, protecting, moving and storing all material at the project site in a safe and secure manner that maintains temperature control for battery cells and modules required under warranties. Representatives of both the Seller and the Port shall be present at the delivery site for purposes of visual inspection and approval. Fully integrated climate controlled system should be built in before battery modules arrive on site as well as other OEM recommended requirements to guarantee temperature controls are maintained for battery cells so that warranties are not violated.

The Seller is **not** responsible for the following items:

- Procurement of the AC power equipment required for supplying AC power from the PCS to the 12kV distribution feeder breaker, 12kV interconnection equipment including the 12kV step-up transformer, AC power cabling, and high-side protection and switching.
- Procurement of any Civil or Structural materials or equipment aside from any specialized equipment required for the installation of the system provided by the Seller.
- Procurement of an Uninterruptable Power Supply (UPS) system for the BESS. However, the Seller shall provide explicit instructions on how to properly maintain BESS integrity, perform any necessary maintenance on the system, and reestablish connection and full functionality in the case of an outage.
- Civil and electrical site work associated with the installation design, construction, interconnection of the BESS to the Airport’s power system except for the Special Support Services During Engineering Design and Construction as specified in Section 2 below.

Deliverables: Lithium-ion BESS, battery racks or containers, enclosures, battery management system (BMS), Power Conversion System (PCS), Energy Management System (EMS) hardware and software; thermal management system; fire detection and suppression system; electrical, monitoring, control, and communications equipment as specified in **Exhibit A – BESS Technical Requirements**.

2. Special Support Services During Engineering Design and Construction

- 2.1. Provide the support services required for the engineering design, installation, and construction of the BESS to achieve final completion and pass all necessary tests as specified in **Exhibit A – BESS Technical Requirements**.
- 2.2. Furnish all supervision, technical personnel, labor, normal and special test instruments, tools, equipment, spare parts and consumables and materials required to perform the electrical, instrumentation and mechanical checkout and testing, startup, and commissioning the BESS and all of its components and equipment to verify the initial operation of the BESS systems and equipment in Seller's scope as specified in **Exhibit A – BESS Technical Requirements**.

- 2.3. Provide onsite training for operation, maintenance, and system monitoring through the BESS Energy Management System (EMS) user interface as specified in **Exhibit A – BESS Technical Requirements**.

Deliverables: Special Support Services as specified in this RFP.

3. Long-Term Services for the Operational Life of the BESS

After project completion and upon receiving permission to operate, the Seller shall provide continuing technical assistance, all specialized equipment, parts, and labor necessary to maintain the equipment warranties for the operational life of the BESS by performing the following required services:

3.1. BESS ON-GOING OPERATIONS AND MAINTENANCE SERVICE

- a. Routine inspection and preventive maintenance services including all parts and labor as required in the BESS manufacturer O&M Manual.
- b. Troubleshooting, failure analysis, repair and replacement services including parts and labor, during an emergency response and/or forced outage event, with a guaranteed arrival time for personnel and parts.
- c. 24/7 remote charge/discharge EMS monitoring and management to support operations of the Airport's electrical grid.

3.2. SYSTEM MODELING AND REVIEW FOR STRATEGIC OPERATIONAL IMPROVEMENT

- a. The Seller shall evaluate the current EMS performance annually, perform system modeling including any future loads anticipated by the Port, and provide necessary consultation to the Port through the life of the system.

3.3. SUSTAINABILITY REQUIREMENTS AND END-OF-LIFE REMOVAL/RECYCLING

- a. The Seller shall make provision for decommissioning, removal, disposal, and recycling of the battery and other BESS components at the end of life. At a minimum, the contract requires that any BESS waste products, including packaging from new parts, be recycled when feasible.

Deliverables: Long-Term Services as specified in this RFP.

B. Project Timeline and Length of Contract

The project timeline between the Port and the Seller will be divided in three phases as specified in **Section II.A. Scope of Work:**

Phase 1 - BESS Procurement: The Seller shall commence sourcing, procurement, fabrication, manufacturing, assembly, factory testing, and shall deliver BESS and all of its components to the Port no later than 546 **calendar days** from the date the Contract is fully executed.

Phase 2 - Special Services: The Port intends to issue separate contracts with an engineering firm and a contractor for installation design, construction, and interconnection of the BESS system with the Airport's power system. The Seller shall collaborate with the engineering firm and contractor to provide required support services during design and construction for seamless integration of BESS with the Airport's power system.

Phase 3 – Long-Term Services: Upon successful integration of BESS, the Seller shall initiate ongoing operations and maintenance services, conduct annual performance testing and system optimization, and end of life support including decommissioning, removal, disposal, and recycling of the battery and other BESS components.

The Contract term will depend on the Seller's proposed BESS operational life and long-term service plan.

III. Port Policy and Other Requirements

The selected Respondent will be required to comply with the following Port Policy and Other Requirements:

1. **Non-Discrimination and Small Local Business Utilization Policy (NDSLBP):**

The Port desires to maximize the participation of small local business and has instituted a Non-Discrimination and Small Local Business Utilization Policy (NDSLBP). The NDSLBP consists of two parts:

- Non-Discrimination policy which all Suppliers (Respondents) must adhere to, by providing the enclosed "Non-Discrimination and Small Local Business Utilization Policy Program Affidavit" (**Attachment 6**) with their proposals
- Preference points are awarded to small local businesses who qualify under the Port's definition of a small local business. In order to qualify for preference points, Suppliers (Respondents) must be either certified by the proposal due date or may apply online at: <http://srd.portofoakland.com/>. The application and any supporting documentation must be submitted to the Port's Social Responsibility Division seven (7) business days prior to the proposal due date. To apply, please click on the above link and then on the link titled "Register New Company?" and follow the instructions.

A summary of the Port's Non-Discrimination and Small Local Business Utilization Policy is included herein as **Attachment 5**. The entire policy is available at:

http://www.portofoakland.com/files/PDF/responsibility/NDSLBP_00810.pdf

Suppliers already certified with the Port do not need to submit proof of certification, but still need to check the Port's certification database at: <http://srd.portofoakland.com/> to ensure their certification has not expired and must fill out the Chart for Submitting Data for Calculation of Preference Points (**Attachment 5-A**), and the Local Participation Questionnaire (**Attachment 5-B**), and submit them with your proposal. All Suppliers (Respondents) must still provide proof of adhering to the Port's Non-Discrimination policy by submitting the NDSLBP Program Affidavit.

A copy of the Port-certified Small Local Business Enterprises can also be downloaded at: <http://srd.portofoakland.com/>

For questions or assistance regarding NDSLBP, contact Kamal Hubbard, Contract Compliance Officer, (510) 627-11662, at the Port's Social Responsibility Division.

2. **Insurance Requirements:**

All Respondents who plan on submitting a proposal in response to this RFP must meet the Port's Insurance requirements listed in **Attachment 9**, and must provide proof of insurance at the time of project award. Respondents must include a statement (**Attachment 10**) with their proposal agreeing to the Port's insurance requirements and indicate they will be able to obtain the proper insurances at the time of project award.

3. **Security Sensitive Information:**

By submitting a proposal, Respondent acknowledges that in the course of performing services under the Agreement, the selected Consultant/Contractor will come into possession of Sensitive Security Sensitive Information as described in Title 49 of the Code of Federal Regulations, Parts 15 and 1520 ("SSI"). SSI is subject to Port of Oakland regulation and Federal law. The selected Consultant/Contractor will be required to comply strictly with the Port of Oakland's policies and practices for sensitive information.

4. Living Wage Policy:

On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland, and San Jose area. The current Living Wage rate as of July 1, 2023 is at least \$16.93 (this rate changes annually in July) with credit given to the employer for the provision to covered employees of health benefits, and \$19.44 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than \$50,000 and that employ more than 20 employees who spend more than 25% of their time on Port-related work. §728 also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the Respondent will be required to fill out the attached Employer Self-Evaluation for Port of Oakland Living Wage Form (**see Attachment 7-A**) and Certificate of Compliance—Living Wage (**see Attachment 7-B**) and return them to the Social Responsibility Division. (i.e., do not include these forms in with your proposal). For more information, please call Kamal Hubbard in the Port of Oakland's Social Responsibility Division at (510) 627-1162.

Respondent shall acknowledge reviewing the Port's Living Wage program and compliance, by submitting the Statement of Living Wage Requirement (**Attachment 8**) with their proposal.

5. Prevailing Wages License and Sub-contracting Requirements:

Respondent submitting a proposal for a "public works" project (defined below) are required to pay prevailing wages pursuant to California Labor Code, Section 1720, et seq, and to abide by all subcontracting and subletting practices as defined by California Public Contract Code section 4100 et seq., and to abide by any Contracting Licensing requirements as defined by California Business and Profession Code. All Contractors performing work on Port property are required by law to be licensed and regulated by the Contractors State License Board.

California Labor Code Section 1720, (a)(1) provides that the term "public works" means:

Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

General prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classifications or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes is available at the Department on Industrial Relations Internet site accessible at http://www.dir.ca.gov/DLSR/statistics_research.html.

The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any Subcontractor under him/her, to pay not less than the specified rates to all workers employed by them in the execution of the contract. It is the Contractor's responsibility to determine any

rate change, which may have or will occur during the intervening period between each issuance of published rates by the Director of Industrial Relations.

In addition, any Contractor or Subcontractor performing Public Works for this project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

6. Web-Accessed Monitoring System (WAMS)

The Port has adopted an electronic monitoring system to satisfy certain certified payroll reporting requirements. The successful proposer will be required to utilize WAMS to satisfy said requirements. Weekly certified payroll reports must be input into the Port of Oakland's Web Accessed Monitoring System (WAMS) within one (1) week after a subject payroll date. All firms are required to register with Elations Systems to submit certified payroll reports. Instructions for using Elations Systems will be given to the selected proposer.

7. Payment and Performance Bonds:

For Public Works Purchases over \$25,000, the Contractor must provide a Performance Bond and a Payment (Labor and Material) Bond for 100% of the Public Works portion of this project.

8. Port's Standard Professional Services Agreement:

Submission of a proposal will confirm that the Respondent fully understands and agrees with the provisions of the Port's Standard Professional Services Agreement (**Attachment 11**) which will be revised only as necessary to be consistent with the provisions of this RFP, and will execute such revised agreement if awarded the contract. Any objections to any provisions in the Port's Standard Professional Services Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged.

IV. Submission Requirements

The Port has scheduled a Non-Mandatory Pre-proposal meeting on the date and time as indicated on the first page of the invitation for this RFP, to review the project site conditions and the submission requirements.

The Seller must respond to the following **7** submission requirements in a straightforward, concise delineation of your capabilities to satisfy the requirements of the RFP. The Port will use your responses to objectively evaluate your proposal using the criteria and scoring identified in **Section V. Evaluation Criteria**.

Proposal Format and Contents:

To be considered responsive to the RFP, your proposal must be prepared and arranged in the order presented below and submitted in a viewable, printable, and downloadable single PDF file. Limit your responses to no more than **30 pages** total (excludes the required attachment forms provided with this RFP.)

- **Cover letter**, highlighting your project experience of successful deployment and ongoing operations, maintenance, and technical support of a utility-scale BESS in a similar setting.

- **Table of contents**, with pages and exhibits numbered in an organized manner
- 8.5" x 11" page size in portrait view for written narrative and 11" x 17" as necessary for drawings, plans, charts, and tables.
- Margins no less than 1 inch, excluding headers and footers.
- Font size Arial 11 point

1. Seller Information, Qualifications, and BESS Deployment Experience:

- 1.1. Provide full legal name of the Seller, business address, Federal Tax ID number, business licenses, telephone number, email address, Seller's proposed team and organization chart, names and titles of key personnel, availability, and a brief history of the company including parent company, subsidiaries, divisions, affiliates (if applicable), including the number of years the Seller has been in business. If the Seller is a corporation, provide the State of incorporation. If the Seller is a joint venture or partnership, describe the nature and provide a copy of the teaming agreement. Clearly identify the primary roles and functions of each entity and team member.
- 1.2. Provide details of Seller's supply contracts or actual battery supply. Include Seller's preferred battery manufacturer and past experience with this manufacturer.
- 1.3. Provide the licenses and/or other required certifications that the Seller currently holds for the type of work and services as described in **Section II. Scope of Services** of this RFP.
- 1.4. Demonstrate the Seller's experience with the deployment and provision of Operations & Maintenance (O&M) support services of utility-scale Battery Energy Storage System (BESS) projects comparable in size or larger, along with the successful integration of BESS into existing infrastructure that are currently in commercial operations. Seller must provide details of a minimum of three (3) BESS projects that have been completed in the United States. For each project, the Seller must include verifiable client's name and contact information, project location, quantity and size of the batteries, total project cost. Include qualifications of key project team members, emphasizing their experience relevant to the BESS project.
- 1.5. If the Seller is making any exceptions to the Port's Professional Services Agreement (**Attachment 11**) and/or this RFP, they must be clearly set forth in the proposal and noted in this section. Vague responses phrased in general terms will not be considered responsive. Proposers must state exact language exceptions. Exceptions are discouraged and may result in lower evaluation points during the Port's evaluation of your proposal.

2. Project Understanding and Project Approach:

- 2.1. Describe the Seller's understanding of the work to be performed as described in **Section II. Scope of Services** of this RFP. Include a brief description of any project issues and/or challenges anticipated by the Seller and a proposed strategy to overcome these challenges.
- 2.2. Describe the Seller's project approach, proposed scope of services, and methodology to fulfill the general functions required in this RFP. Demonstrate the Seller's ability to perform the work and services as described in **Section II. Scope of Services** of this RFP.

3. BESS Description and Technical Information:

- 3.1. Provide a summary of the proposed Battery Energy Storage System (BESS) and its components including but not limited to:
 - a. BESS manufacturer, system size AC/DC, model, company legal name, address, web page, phone number
 - b. Power Conversion System (Inverter System) manufacturer, model, company legal name, address, web page, phone number

- c. Energy Management System (EMS) manufacturer, model, company legal name, address, web page, phone number
- 3.2. Describe the functionality of the BESS and all of its components in details, including but not limited to, battery technology, inverter system, energy management system, monitoring and control system, thermal management system, communications system, fire detection and suppression system to ensure seamless integration with the Airport's power system.
- 3.3. Provide proposed equipment data sheets (technical specifications) including weight, dimensions, foundation requirements, installation/anchoring requirements, clearances required for all equipment, and any other requirements for installation.
- 3.4. Provide a conceptual site layout showing all equipment dimensions and clearance requirements and basic rendering of how the BESS will look at the proposed project site (i.e., SS-1A). Include BESS system configuration, interconnection protection, single line diagram.
- 3.5. Provide a description of:
 - a. BESS's flexibility to accommodate near-term and long-term load increases on Port system.
 - b. BESS's compatibility with future advancements in battery technology and potential for easy upgrades.
 - c. BESS's compatibility with existing grid infrastructure with minimal impact to existing Port facilities.
 - d. BESS's safety features, considering measures to prevent overheating, fire, or other potential hazards in compliance with applicable codes and regulations.
 - e. BESS's reliability such as expected downtime for routine inspection, testing, scheduled maintenance necessary to maintain the equipment warranties for the operational life of the BESS.
 - f. EMS's capability to interface seamlessly with the Airport's power systems.
 - g. EMS's ability to revise BESS operations based on input from the Port and to handle various grid conditions and to adapt to changes in demand.
 - h. IT security measures and the proposed plan for coordination/integration with Port IT.
 - i. The Seller's ability to provide the Port with a 24/7 dashboard of BESS performance and operations.
- 3.6. Provide BESS's warranty information and performance guarantees for the BESS components and system, including BESS module, PCS, EMS, and any other equipment.
- 3.7. Describe the Seller's approach to provide training, operations and maintenance, and technical support post-installation.

4. Proposed Costs and Schedules:

- 4.1. Complete the **Cost Proposal Worksheet** included in this RFP.
- 4.2. Demonstrate the Seller's financial stability and capability to perform the services as specified in **Section II. Scope of Services** of this RFP.
- 4.3. Provide a proposed project schedule of major milestones, including but not limited to submittals schedule, procurement, fabrication, delivery of BESS and all of its components

and equipment. Emphasis will be placed on proposers who can demonstrate timely delivery of BESS and all of its components.

5. **Debarment Statement:** Provide a written statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and date your statement. If your company has been debarred, you will need to provide background information and the reason(s) for the debarment. Provide the name and contact information for the agency that debarred your company. The Port must review the reason(s) and duration for the debarment before it can determine if your company can be considered for this project.
6. **Litigation and Other Information:** Provide information describing any litigation, arbitration, investigations, or any other similar actions that your company, its principals, directors, and/or employees have been involved in during the last five (5) years relating to your company's services. Please list (a) name and court case or other identification number of each matter, (b) jurisdiction in which it was filed, and (c) outcome of matter (e.g. whether the case is pending, a judgment was entered, a settlement was reached or the case was dismissed). The Port will review the reason and timing of the action before it can determine if your company can be considered for this project. Failure to provide the litigation information may disqualify your proposal.
7. **Required Forms and Adherence to Port Policy and Other Requirements:** The Respondent must fill out all of the forms included in this RFP (listed under the "Attachments" section and marked with a "Yes" in the column titled "Must Be Returned with Proposal"), and return them with your proposal. By returning the listed forms, your company is supporting and agreeing to the Port Policy and Other Requirements (listed in Section III, "Port Policy and Other Requirements" of this RFP). Failure of the Respondent to provide any of the required forms may result in your proposal being rejected for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

V. Evaluation Criteria

Prior to contract award, the Port must be assured that the Seller selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, the experience and qualifications of the Seller, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Port is unable to assure itself of the Respondent's ability to perform under the contract, the Port has the option of requesting from the Seller any information that the Port deems necessary to determine the Seller's capabilities. If such information is required, the Seller will be notified and will be permitted five (5) working days to submit the requested information.

In awarding the contract, the Port will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the **Section V. Submission Requirements**, as your responses will be evaluated based on the weights listed below.

A. Evaluation Weights

Item	Criteria	Weights
	<u>Adherence to Port Policy and Other Requirements and Debarment Statement</u> Proposals from companies who have not or will not adhere to the Port Policy and Other Requirements or who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Items 5 and 7 of Section IV. Submission Requirements.)	Pass/Fail
1	<u>Seller Information, Qualifications, BESS Deployment Experience, Litigation and Other Information, and Required Forms</u> Seller's capacity to provide the scope of services as evidenced by Seller provided information, past performance, proven track record of successful BESS deployment, litigation and other information, and required forms as evidenced from Seller's responses to Items 1, 6, and 7 of Section IV. Submission Requirements.	15%
2	<u>Project Understanding and Project Approach</u> Seller's project understanding, value-added approach, innovative BESS solutions, and methodology as evidenced from Seller's responses to Items 2 of Section IV. Submission Requirements.	10%
3	<u>BESS Description and Technical Information</u> Alignment of the proposed BESS specifications with the technical requirements as outlined in this RFP. Seller's ability to provide a high-quality, safe, and reliable BESS and EMS that conform to utility best practices and industry standards in BESS design and operations, as evidenced from Seller's responses to Item 3 of Section IV. Submission Requirements.	30%
4	<u>Proposed Costs and Schedules</u> Overall cost competitiveness of the proposed BESS pricing and ability to manufacture or procure the BESS and all of its components, ensuring timely delivery and adherence to the project timeline, as evidenced in the Cost Proposal Worksheet and from Seller's responses to Item 4 of Section IV. Submission Requirements.	30%
5	<u>Non-Discrimination and Small Local Business Utilization Policy (NDSLBU)</u> Does your company meet the Port's definition of Small Local Business and/or make a commitment to the Port's values and programs {e.g., mentoring small and/or very small local businesses and providing meaningful work for small and/or very small local sub-consultants; utilization of college and high school interns from the Local Impact Area (LIA); participation in job fairs and trade fairs targeted to LIA residents and businesses; and other work showing the consultant's efforts to contribute to the economic development of the LIA}? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port's NDSLBU program and award points accordingly to qualifying companies.	15%
	Total	100%

B. Selection Procedure:

All proposals received by the deadline which meet the RFP's requirements will be presented to the evaluation committee comprised of Port of Oakland staff and possibly external members. The evaluation

committee will evaluate the proposals and score all submissions according to the evaluation criteria above. The selection process may include interviews (at the discretion of the evaluation committee) for the top-scoring submissions. If interviews are to take place, the Port will notify the top scoring Sellers. Interview details and scoring requirements will be provided to selected Seller prior to the interviews. The proposals will be evaluated based upon "best value" to the Port using the criteria established above. As such, the Port, in consultation with the evaluation committee, reserves the right to reject any and all proposals.

VI. Additional Provisions

The terms "Company", "Consultant", "Contractor", "Proposer", "Respondent", "Seller", "Supplier", and "Vendor" whenever appearing in this RFP or any attachments, are used interchangeably to refer to the company or firm submitting a proposal in response to this RFP.

A. Port's Legal Name and Jurisdiction

The Port of Oakland (the "Port") is legally known as the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners. The Port is an independent department of the City of Oakland. The Port has exclusive control and management of all Port facilities and properties. Port facilities and properties consist of marine terminals, a railway intermodal terminal and container storage areas (collectively, the "Seaport"); the Oakland International Airport (the "Airport"); and commercial and industrial land and properties (collectively, "Commercial Real Estate"); and other recreational land, other land, undeveloped land, and water areas, all located in Oakland, CA. The Port issues Purchase Orders under the name "Port of Oakland".

B. Ownership of Proposal

All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of Port, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent does not make specific reference to data that is considered "confidential" and proprietary, submission of an RFP constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive, royalty-free license to the Port for copyright, patent, or other intellectual property right (collectively referred to as "intellectual property"), and (b) agreement that the Port may use any such intellectual property without charge for any lawful purpose in connection with other Port development projects, including without limitation the creation of derivative works and issuance of sublicenses.

C. Deadline for Receipt of Proposal

Proposals must be delivered to the "Electronic Delivery Address" via Liquid Files listed in the Request for Proposal (RFP) no later than the date and time specified in the RFP. When you upload your Proposal to Liquid Files, you will receive a copy of the email that Liquid Files generates to the buyer with your proposal. There may be a slight delay in when Liquid Files emails your Proposal to the Port, so please ensure you have uploaded your Proposal with sufficient time to allow Liquid Files to generate an email to the Port. The Port will use the date and time stamp on the email document that is generated from Liquid Files as proof of timely delivery. (Please note: The Port may not actually download your proposal until after the date and time for delivery has passed.) Proposals received after the date and time specified in the RFP will not be downloaded by the Port. Any requested hardcopies of your proposal shall be sent via Federal Express or other next day delivery service, not later than the Proposal Due Date to the address listed as Physical Submittal Address.

D. Public Records Act

Under the California Public Records Act (Gov. Code § 7920.000 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process.

If Respondent believes portions of its proposal contain trade secrets or proprietary financial information that should be exempt from disclosure under the Public Records Act, **Respondent**

shall submit a separate copy of its entire proposal with the protected material redacted with black boxes, with each redaction specifically marked as "CONFIDENTIAL". Such separate copy shall not constitute the proposal, but shall be used, if needed and appropriate, in response to an applicable Public Records Act request. If Respondent does not submit such a separate redacted proposal, Respondent shall be deemed as not claiming that any portion of its proposal contains trade secrets or proprietary financial information.

The Port reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction or notice to Respondent.

E. Indemnification

If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in the Port's Standard Professional Services Agreement. **See Section 5** of the Port's Standard Professional Services Agreement (**Attachment 11**).

F. Reimbursable Expenses

All expenses incidental to performing Consultant's Basic Services including, but not limited to, overtime, reproduction of documents and other materials associated with Respondent's deliverables and presentation materials; reproduction of construction contractor's submittals; reproduction of Design Completion Consultants' submittals; transportation and subsistence; telephone, computer, facsimile, or other similar costs; and the like, shall be included within the Contract Price.

G. Port's Right to Modify

Respondents are advised that the Port has not incurred any obligations or duties in soliciting this Request for Proposals. The Port, at its sole discretion, reserves the right to reject any or all proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP; to request new RFPs or pursue any other means for obtaining the desired services; to waive any informalities or minor irregularities in the RFP, and other inconsequential deviations from the RFP's requirements. The Board of Port Commissioners retains the right to award this project in part or in total to the Respondent(s) of its choice, and to decide to undertake the project or to terminate the project at any time prior to approval of a formal contract.

H. Conflicts of Interest

By submitting a proposal, the Respondent represents that it is familiar with Section 1090 and Section 87100 et seq. of the California Government Code, and that it does not know of any facts that constitute a violation of said sections in connection with its proposal. Respondent also represents that its proposal has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, which Respondent believes any member of the Port, or other officer, agent or employee of the Port or any department presently has, or will have, in any agreement arising from this RFP, or in the performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute ground for rejection of the proposals or termination of any agreement by the Port for cause. Respondent agrees that if it enters into a contract with the Port, it will comply with all applicable conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

I. Cost of Preparing a Response

All costs for developing a response to this RFP and attending any proposal meetings or selection meetings are entirely the responsibility of the Respondent and shall not be chargeable to the Port.

J. Compliance with Law

The Respondent must comply with all laws, ordinances, regulations and codes of the Federal, State, and Local Governments, which may in any way affect the preparation of proposals or the performance of the contract.

K. Respondent's Relationship

The Respondent's (and Respondent's employees' and contractors') relationship to the Port shall be that of independent contractor and not deemed to be an employee or agent of the Port.

L. Proposal Considerations and Legal Proceeding Waiver

The Port has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered the party submitting a proposal waives the right to bring legal proceedings challenging the Board of Port Commissioners choice of the award.

M. False Statements

False statements in a proposal will disqualify the proposal.

N. Taxes

The Respondent will be responsible for all Federal, State, and Local taxes.

O. Grade of Service

The Respondent must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

P. The Respondent's Liability

The Respondent shall be responsible for any and all damages to the Port's premises resulting from the negligent acts or willful misconduct of the Respondent's agents or employees.

Q. Amendments

The Port may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The Respondents are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The Port shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or requests for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

R. Withdrawal or Modification of Offers

The Respondent may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

S. Acceptance

Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the Port based on initial submission with or without discussions or negotiations.

T. Representations

No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Respondent must rely solely on its own independent assessment as the basis for the submission of any offer made.

U. Award Consideration and Length of Contract

The Port shall not be bound to accept the lowest-quote fee and will award the contract (if any) to the company/firm selected through the competitive process (and any subsequent interviews) outlined in this RFP.

The Contract term will depend on the Seller's proposed BESS operational life and long-term service plan.

V. Contract Termination

The Port may terminate the agreement (and or contract) with the Respondent in accordance with the termination provisions set forth in the Professional Services Agreement (Attachment 11), including, but not limited to, for the failure of the Respondent to comply with any term(s) of the agreement/contract between the Port and the Respondent.

W. Protest Procedures

Any party that has timely submitted a responsive proposal that contends or claims that the Port's proposed award of the subject contract fails to comply with the Port's rules and regulations or with law must file a protest in accordance with the provisions set forth below:

1. Any protest must be submitted in writing to Daria Edgerly, Secretary of the Board, and received by the Port no later than 5:00 p.m. by the third (3rd) business day following publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued).
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the Port without recourse.



Non-Collusion Declaration

RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached proposal; that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the proposal price, or that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 202__, at

_____, _____

Signature

Authority: Public Contract Code 7106

CCP 2015.5



PORT OF OAKLAND

Statement of Equal Employment Opportunity

RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

I hereby certify that I _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct and is of my own personal knowledge.

Signature

Print Name

Title

Date



RFP Acknowledgement and Signature Form

RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, proposes to enter into a contract with the Port of Oakland to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement:

The following addendum (addenda) is (are) acknowledged in this RFP: _____

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink (or valid electronic signature) by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.
3. Respondent agrees to the form of Professional Services Agreement (**Attachment 11**) and agrees not to propose any contractual terms that conflict with such form, unless it specifies any exceptions in its Proposal.
4. Respondent is registered to do business in the State of California, or if not, will obtain such registration prior to entering into an agreement with the Port for this RFP.
5. I understand my Proposal and all related documents may be released in their entirety in response to a request under the California Public Records Act, subject to any separate copy I submit in accordance with Section VI.D of this RFP.
6. I represent that I am familiar with Section 1090 and Section 87100 et seq. of the California Government Code, and that I do not know of any facts that constitute a violation of said Sections in connection with the proposal.

Respondent's Name: _____

Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Mobile: _____

Contract License # (If applicable) _____ Expiration Date: _____

Federal Tax Identification
Number: _____

Authorized Signature: _____ Date: _____



RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

The Cost Proposal Worksheet must be completed and submitted with Seller's proposal. Pricing must include the total price proposed to perform the work and services as described in **Section II. Scope of Services** of this RFP. Seller's costs must be inclusive of all costs and expenses including but not limited to travel, lodging, and any other incidental costs.

Seller's Proposed Cost:

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	Battery Energy Storage System (BESS) Procurement: Seller's proposed cost for procuring, fabricating, manufacturing, transporting, delivering, testing, and commissioning one BESS unit, Power Conversion System (PCS), Energy Management System (EMS), controls/communications equipment and all of BESS components, as specified in Exhibit A – BESS Technical Requirements , for full integration to the Airport's power distribution system. Price shall be inclusive of all taxes. The Port is not eligible for any tax exemptions. Price shall include shipping, handling, delivery, storage, and security of BESS and all of its components. Seller shall deliver said equipment to the Oakland International Airport, Oakland, California, as set forth in the Project Timeline of Section II. Scope of Services, at a time designated by the Port.	1 Proposed BESS Size: __MW __MWh	Lump Sum	\$_____ . ____

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
2.	Special Support Services During Engineering Design and Construction:			
	a. Seller's support services during Engineering Design, as specified in Section 4 of Exhibit A – BESS Technical Requirements .	____ Hours	\$_____. Billing Rate	\$_____. _____
	b. Seller's support services during Construction to perform all necessary inspections, testing, and commissioning of the BESS to achieve final completion, as specified in Section 4 of Exhibit A – BESS Technical Requirements .	____ Hours	\$_____. Billing Rate	\$_____. _____
	c. On-site training support, as specified in Section 4 of Exhibit A – BESS Technical Requirements .	____ Hours	\$_____. Billing Rate	\$_____. _____
3.	Long Term Services for the Operational Life of the BESS: Price shall be lump sum costs, inclusive of all taxes and inflation adjustments, to provide long term services to the Port for the entire operational life of BESS, as specified in Section II. Scope of Services of this RFP.			
	a. On-going operations & maintenance Service for the operational life of the BESS.	1	Lump Sum	\$_____. _____
	b. Annual BESS performance testing and system operational improvement and optimization.	1	Lump Sum	\$_____. _____
	c. Removal, recycling, disposal of the BESS and all of its components at the end of life.	1	Lump Sum	\$_____. _____
TOTAL PRICE				\$_____. _____

Respondent Name: _____ Title: _____

Company Name: _____

Authorized Signature: _____ Date: _____



Non-Discrimination and Small Local Business Utilization Policy

Non-Discrimination: Port of Oakland (Port) policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

Local Business Utilization: On October 7, 1997, the Board of Port Commissioners initiated a formal policy to encourage full participation of firms from its Local Business Area ("LBA"), the counties of Alameda and Contra Costa, particularly those in its Local Impact Area ("LIA"), in its work. The LIA includes the cities of Oakland, Alameda, Emeryville and San Leandro. The LBA includes all cities within the counties of Alameda and Contra Costa. The Port will also take into consideration efforts the prime and sub-consultants make to assist in the community, e.g., assigning meaningful work to small and/or very small local sub-consultants, mentor protégé relationships, participation in job/trade fairs, hiring interns, pro bono work, and working with local schools, etc.

Consultant Preference Points: The Port allots preference points for the percentage of work being performed by consultants/sub-consultants located in either the LBA or the LIA and for community involvement (i.e. mentoring, intern programs, job fairs, community rehabilitation groups and re-entry programs) for a maximum total of up to 15 points. These points are added to a maximum of 85 technical points for a composite maximum of 100 points in evaluating consultant proposals as follows:

- Up to 5 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for LIA certified firms, and 2.5 for LBA certified firms.
Note: LIA/LBA credit is given only for certified firms which have had established active offices in the respective area for at least a year at the time of proposal due date, and NOT for outside firms which plan to do the project work at a LIA/LBA office;
- An additional 3 points will be credited for an LIA certified prime consultant (proportionate to the share of prime consultant work in the case of a joint venture) and 1.5 points for an LBA certified prime consultant;
- Up to 4 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for Very Small Business Enterprise (VSBE) certified firms, and 2 points for Small Business Enterprise (SBE certified firms); and
- Up to 3 points for commitment to the Port's values and programs, e.g., mentoring small and/or very small local businesses and providing meaningful work for small and/or very small local sub-consultants; utilization of college and high school interns from the LIA; participation in job fairs and trade fairs targeted to LIA residents and businesses; and other work showing the consultant's efforts to contribute to the economic development of the LIA.

In summary, please submit the following attachments in each copy of your proposal:

1. Attachment 5-A, Chart for Submitting Data for Calculation of Preference Points. List the team members' (prime and subs) names, roles, location and LIA/LBA/SBE/VSBE status in the format shown in Attachment 5-A. Be specific as to the nature and estimated percentage of the work to be performed by the prime, any joint venture partners and/or sub-consultants.
2. Attachment 5-B, Local Participation Questionnaire. Complete for each sub-consulting firm or individual, as well as for the prime consultant.

3. Attachment 5-C and 5-D, Monthly and Final Utilization of Local and Small Business Enterprises are required after contract award. Attachment 5-C is required after contract award and a final report attachment 5-D, is required after completion of the project.

A failure of the Respondent to provide the LIA/LBA/NDSLBP forms may result in a forfeiture of NDSLBP preference points. For firms headquartered outside the LIA/LBA wishing to obtain credit for their local office, for the purpose of this project shall utilize personnel from this local office. Additionally, mail, correspondence and telephone calls will be made to this local office.

To obtain credit for these factors and for any preference points on this RFP, consultants or any team member must be certified by the proposal due date or submit an application:

- Consultants or any team members wishing to be certified by the Port must submit a Certification Application, with all supporting documentation seven (7) business days prior to the proposal due date. The questionnaire and checklist of necessary supporting documents for certification may be obtained at: <http://www.portoakland.com/srd/>. For questions regarding certification, you may contact Social Responsibility Division (SRD) at (510) 627-1627 or email SRDAdmin@portoakland.com. Firms certified by the Port of Oakland do not need to submit proof of certification.

(Please note Port certification must be current and not expired to count for preference points. Certification is valid for a two-year period.)

For questions or assistance regarding this section, contact Kamal Hubbard (510) 627-1162, or khubbard@portoakland.com in the Port's Social Responsibility Division.



PORT OF OAKLAND

Chart for Submitting Data for Calculation of Preference Points

Company	Nature of Work to be Performed	Prime or Sub?	Location of Firm	*LIA/LBA SBE/VSBE Certification Status	Percent of Total Contract	Percent of Sub-consulting Work
(Name of Prime)		Prime				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
Total (must add up to 100%)					100%	100%

*** In order to qualify for preference points, the firm must be certified by the Port of Oakland.** Local Impact Area (LIA), Local Business Area (LBA), Small Business Enterprise (SBE), Very Small Business Enterprise (VSBE)

Notes:

- Please make sure the column labeled "Percent of Total Contract" adds up to 100%
- Please make sure the column labeled "Percent of Sub-consulting Work" adds up to 100% of the Sub-consulting work.



(Use additional paper if necessary)

1. Is the consultant or large sub-consultant mentoring or providing a professionally meaningful share of the project to small and/or very small LIA firms on this project? Yes___ No___

If the response is "yes", please provide specific details on how the mentoring or sharing will be performed. In addition, be specific as to the nature of the relationship and the persons responsible for implementing it.

2. (A) Do any team members regularly use local students as interns in their work? Yes___ No___
(B) Do any team members currently use local students as interns in their work? Yes___ No___
(C) Have any team members used local students as interns in past work? Yes___ No___
(D) If planning to use interns on this project, how will you utilize them?

If you answered "yes" to any of these questions, please state from what schools or programs the interns were obtained, what type of work was performed by them, and any other details that might be relevant, i.e. paid internship, length of service, number of interns.

3. Have firms in the team participated in other community projects, e.g., job fairs targeted to local neighborhoods, youth or school programs, community rehabilitation groups, etc.? Yes___ No___ If so, please give details:



Monthly Utilization of Local and Small Business Enterprises

PRIME CONTRACTOR		BUSINESS ADDRESS				CONTRACT BID AMOUNT		DATE OF THIS REPORT	
PORT PROJECT NAME				PORT PROJECT NUMBER	WORK AUTHORIZATION #	TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS		PROJECT COMPLETION DATE	
(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	CONTRACT PAYMENTS					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
TOTAL				\$	\$	\$	\$		

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.

If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

* LIABE (Local Impact Area Business Enterprise), LBABE (Local Business Area Business Enterprise), SBE (Small Business Enterprise), and VSBE (Very Small Business Enterprise).

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE	BUSINESS PHONE NUMBER	DATE
---	------------------------------	-------------

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Monthly Utilization of Local and Small Business Enterprises

- (I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)
- (II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

- Column 1: Name and address of the firm performing work and/or supplying materials.
- Column 2: Description of the work performed and/or materials supplied by said firm.
- Column 3: For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter "0". For small/local prime bidder: dollar amount of the prime bidder's bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.
- Column 4: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)
- Columns 5a-5d Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website (<http://srd.portofoakland.com/>) or by calling (510) 627-1627. Refer to the following table for a description of the certification status:

Certification Status	Description
LIABE (Local Impact Area Business Enterprise)	firm located in Oakland, Alameda, Emeryville, or San Leandro
LBABE (Local Business Area Business Enterprise)	firm located in Alameda County or Contra Costa County
SBE (Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$36,000,000
VSBE (Very Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$5,000,000

If the firm was decertified before completing its portion of the work of this contract, enter the dollar amount of ALL work performed/ materials supplied by the firm, INCLUDING WORK PERFORMED/MATERIALS SUPPLIED AFTER THE DATE OF DECERTIFICATION. **If the amount listed in Column 5 differs from the amount listed in Column 3, provide an explanation in the 'COMMENTS' section as provided.**

- Column 6: Date on which the firm listed in Column 1 completed the work described in Column 2.
- Column 7: Date on which prime contractor made the 'final payment' for the work described in Column 2 to subcontractor/supplier/trucking broker.

- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

COMMENTS:



Final Utilization of Local and Small Business Enterprises

PRIME CONTRACTOR		BUSINESS ADDRESS				CONTRACT BID AMOUNT		DATE OF THIS REPORT	
PORT PROJECT NAME				PORT PROJECT NUMBER	WORK AUTHORIZATION #	TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS		PROJECT COMPLETION DATE	
(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	CONTRACT PAYMENTS					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
TOTAL				\$	\$	\$	\$		

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.

If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

* LIABE (Local Impact Area Business Enterprise), LBABE (Local Business Area Business Enterprise), SBE (Small Business Enterprise), and VSBE (Very Small Business Enterprise).

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT		
AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE	BUSINESS PHONE NUMBER	DATE

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Final Utilization of Local and Small Business Enterprises

- (I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)
- (II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

- Column 1: Name and address of the firm performing work and/or supplying materials.
- Column 2: Description of the work performed and/or materials supplied by said firm.
- Column 3: For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter "0". For small/local prime bidder: dollar amount of the prime bidder's bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.
- Column 4: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)
- Columns 5a-5d Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website (<http://srd.portofoakland.com/>) or by calling (510) 627-1627. Refer to the following table for a description of the certification status:

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If the firm was decertified before completing its portion of the work of this contract, enter the dollar amount of ALL work performed/ materials supplied by the firm, INCLUDING WORK PERFORMED/MATERIALS SUPPLIED AFTER THE DATE OF DECERTIFICATION. **If the amount listed in Column 5 differs from the amount listed in Column 3, provide an explanation in the 'COMMENTS' section as provided.**

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- Column 7: Date on which prime contractor made the 'final payment' for the work described in Column 2 to subcontractor/supplier/trucking broker.

- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

COMMENTS:



PORT OF OAKLAND

**Non-Discrimination and Small Local
Business Utilization Policy Program Affidavit**

RFP No.: RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

I hereby certify that I _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), shall carry out applicable requirements in the award and administration of this contract and cooperate with the Port of Oakland in meeting its commitments and objectives with regard to ensuring nondiscrimination, and shall use best efforts to ensure that barriers to participation of Small Local Businesses do not exist.

Upon execution of an Agreement, the selected consultant will be required to complete Small and Local attainment reports and a final report at contract completion, and submit them to the Social Responsibility Division.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct.

Signature

Print Name

Title

Date



**City of Oakland City Charter § 728
Living Wage Information**

EMPLOYERS SUBJECT TO §728 OF THE CITY CHARTER MUST COMPLY WITH THE FOLLOWING REQUIREMENTS:

- 1) Pay all non-exempt employees the living wage rates (As of July 1, 2023, \$19.44 without health benefits or \$16.93 with health benefits). Port Ordinance No. 3666, as amended also requires that covered businesses provide employees at least twelve compensated days off per year, including holidays.
- 2) Pay at least \$2.51 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.
- 3) **Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations.** The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.
- 4) Provide all employees earning less than \$12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.
- 5) **Submit name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off in a web accessed monitoring system at <https://www.elationsys.com/app/Registration/> by March 31st, June 30th, September 30th, and December 31st of each year.** If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of \$500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.
- 6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. **Covered employers shall be responsible for including language committing the subcontractor's, tenant's or licensee's agreement to comply, in the contract with the subcontractor.** Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.
- 7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

Employers who fail to submit documents, declarations or information required to demonstrate compliance with these regulations shall be deemed noncompliant or non-responsive and subject to the remedies as set forth in §728.



COVERED BUSINESS CHECKLIST WRITE YES/NO ANSWER IN APPROPRIATE BOX:

1. ☐ Is the Business entering into a contract, tenancy agreement or subordinate agreement (such as, subcontract, subtenancy, or sublicense) with the Port? *If no, go on to question 2. If yes, go to question 3.*
2. ☐ Has the Business amended an existing contract, tenancy agreement or subordinate agreement at any time since April 2002? *If no to 1 and 2, stop here: the business is not covered. If yes, go to question 3.*
3. ☐ Is the contract with Aviation or Maritime divisions for a value of greater than \$50,000 over the life of the contract (over the next five years if contract is for less than a year and expected to be renewed or extended)? *If no, stop here; the contract is not covered. If yes, go to question 4.*
4. ☐ Is the contract for service other than the delivery of products, equipment or commodities? *If no, stop here: the business is not covered. If yes, go to question 5.*
5. ☐ Does the Business employ more than 20 employees who spend at least 10 hours per week (4 hours per week if part time employees) working under the contract with the Port or on Port property? Indicate the number of employees that are employed by the Contractor _____. *If no, stop here the business is not covered. If yes, go to question 6, exemptions for specified employees of a covered employer.*

All employees of a covered employer are required to be provided compensation and other benefits as provided under §728 of the Charter, except for specified employees exempt under the following exemptions. The following questions should be answered for each employee.

6. ☐ *Does the employee work less than 25% of his/her time (10 hours per week for full time employee) under the contract with the Port? If yes, stop here; the specified employee is exempt. If no, go to question 7.*
7. ☐ *Is the employee under 21 years of age, employed by a government agency or nonprofit for after school or summer employment, or as a trainee for 90 days or less? If yes, stop here; the specified employee is exempt. If no, go to question 8.*
8. ☐ *Has the Business obtained a waiver that covers the employee? If yes, stop here; the specified employee is exempt. If no, go to question 9.*
9. ☐ *Is the employee participating in a bona-fide temporary job-training program in which a significant part of the compensation consists of acquiring specialized knowledge, abilities or skills in a recognized trade? If yes, stop here; the specified employee is exempt. If no, go to question 10.*

10. ☐ *Is the employee a volunteer who is not compensated other than for incidental expenses or stipends? If yes, stop here; the specified employee is exempt. If no, go to question 11.*
11. ☐ *Is the employee working for the Business less than 20 hours per week for a period of 6 months or less? If yes, stop here the specified employee is exempt. If no, go to question 12.*
12. ☐ *Of the remaining employees (employees for which no exemption applies as indicated by your answers to questions 6 through 11), are there 20 or fewer non-exempt employees working for the employer under the Port Contract? If yes, stop here; each of the remaining specified employee(s) is/are exempt. If no, each of the remaining specified employee(s) is covered by §728.*

The undersigned authorized representative of Contractor hereby certifies under penalty of perjury that all of the information on this form is true and accurate.

_____ Company Name	_____ Signature of Authorized Representative
_____ Address	_____ Type or Print Name & Title
_____ Area Code and Phone	_____ Email Address
_____ Name of Primary Contact	_____ Date
_____ Project Name (Be Specific)	

Submit Completed Checklist To:

Kamal Hubbard, Contract Compliance Officer

Port of Oakland

Social Responsibility Division

530 Water Street

Oakland, CA 94607

Phone: (510) 627-1162

Email: khubbard@portoakland.com



Certificate of Compliance – Living Wage

The City of Oakland Living Wage Charter §728 ("§728") and Port Ordinance No. 3666 ("Ordinance 3666") as amended, provide that certain employers that enter into a contract, lease, license (or a subcontract, sublease, sublicense, or other agreement) with the Port for \$50,000 or more over the term of the contract and certain recipients of Port financial assistance for \$50,000 or more shall pay a prescribed minimum level of compensation to their covered employees ("Employees").

The undersigned ("Contractor") submits this certificate under penalty of perjury and as a condition of payment of its invoice(s) for service provided under the _____ agreement between the Port and Contractor.

- 1) Contractor hereby certifies that it is in compliance with §728 and Ordinance 3666 with respect to all non-exempt Employees of Contractor engaged in Port-related employment or work on Port property.
- 2) Contractor hereby acknowledges that the Port is relying on Contractor's certification of compliance with §728 and Ordinance 3666 as a condition of payment of Contractor's invoice(s).
- 3) Contractor understands that it may be subject to fines or penalties for noncompliance with §728 and Ordinance 3666 up to and including potential fines of \$500 per day until Contractor complies.
- 4) Contractor hereby certifies that claims, records and statements relating to Contractor's compliance with §728 and Ordinance 3666 are true and accurate, that such claims, records and statements are made with the knowledge that the Port will rely on such claims, records and statements, and that such claims, records and statements are submitted to the Port for the express benefit of Contractor's employees engaged in Port-related employment or work on Port property.

Please check the appropriate box and sign below

- ☐ Contractor hereby certifies its compliance with all of its obligations under §728 and Ordinance 3666;
- ☐ Contractor hereby certifies that all Employees of Contractor working under Contractor's contract with the Port are compensated at wage rate(s) greater than \$12.00 per hour;
- ☐ Contractor hereby certifies that it is not currently covered by §728 or Ordinance 3666. Contractor further certifies that should §728 or Ordinance 3666 become applicable, Contractor will comply with all of its Living Wage obligations.

All terms used herein and not defined shall have the meaning ascribed to such terms in §728 and Ordinance 3666.

The undersigned authorized representative of Contractor hereby certifies under penalty of perjury that all of the information on this form is true and accurate.

_____ Company Name	_____ Signature of Authorized Representative
_____ Address	_____ Type or Print Name & Title
_____ Phone and Email	_____ Date
_____ Project Name (Be Specific)	

Submit to: Kamal Hubbard, Port of Oakland, Social Responsibility Division, 530 Water Street, Oakland, CA 94607. Email: khubbard@portoakland.com



Statement of Living Wage Requirements

RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

I hereby certify that I _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), has reviewed the Living Wage Requirements, included herein as Attachment 7 to this Request for Proposal and will comply with said Requirements. Upon execution of an Agreement, the selected consultant will be required to complete the Employer Self-Evaluation Form and Certificate of Compliance – Living Wage Form of this Request for Proposal, and submit them to the Social Responsibility Division.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct.

Signature

Print Name

Title

Date



RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

All of the Port's Insurance requirements are incorporated into the Professional Services Agreement (PSA) attached to this Request for Proposal (**Attachment 11**).



PORT OF OAKLAND

Insurance Acknowledgement Statement

RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

I hereby certify that _____ (Legal Name of Respondent) agrees to meet all of the Port's Insurance requirements included in the Professional Services Agreement attached to this Request for Proposal and Respondent will be able to evidence such insurance when and if awarded the contract and will provide proof of insurance at the time of project award if awarded the contract.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct and is of my own personal knowledge.

Signature

Print Name

Title

Date

ATTACHMENT 11

PROFESSIONAL SERVICES AGREEMENT (“Agreement”)

Between

CITY OF OAKLAND, A MUNICIPAL CORPORATION,
ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS
(“Port of Oakland”)

And

(“Consultant”)

[Battery Energy Storage System (“BESS”) Deployment/Implementation,
Support Services During Design and Construction, Operations &
Maintenance Services *(or additional/modified brief description as may be
determined following award and prior to the finalization of any associated
agreement)*]

Contract No. _____

Reference Date

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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into between the Port and Consultant (as defined below, and collectively referred to as the "Parties"), who agree as follows. All Appendices described herein are attached and made part of this Agreement.

1. Parties

- 1.1 Consultant.** Consultant is identified in **Appendix D (Parties)** ("Consultant").
- 1.2 Port.** This Agreement is entered into by the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port of Oakland" or "Port"). The Port's Project Manager ("Project Manager") is identified in **Appendix D (Parties)**.
- 1.3 No Employment Relationship.** Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants, and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture, or partnership relationship between the Port and Consultant, and no such relationship shall be implied from performance of this Agreement. References in this Agreement to direction from the Port shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained.
- 1.4 No Port Equipment or Accounts.** Unless otherwise authorized by the Project Manager in writing, Consultant shall not be entitled to use any Port equipment or accounts, including, without limitation, email addresses, phone numbers, login credentials, dedicated workspaces, and vehicles.
- 1.5 Compliance with Retirement Laws; CalPERS Notice of Exclusion.** Consultant acknowledges that the Port participates in the California Public Employees' Retirement System ("CalPERS") and complies with all laws governing work by retirees from CalPERS, including the California Public Employees' Retirement Law (Gov. Code § 20000 *et seq.*) and the California Public Employees' Pension Reform Act (collectively, the "Retirement Laws"). Consultant acknowledges that the Retirement Laws restrict the Port's use of CalPERS members and retirees. Upon the Port's request, Consultant shall submit a completed CalPERS Notice of Exclusion for certain or all persons providing Services.

2. Term

- 2.1 Term.** The term of this Agreement ("Term") is described in **Appendix A (Services)**. Unless otherwise provided in this Agreement, this Agreement shall be effective during the Term, provided it has been signed by the Parties and approved as to form and legality by the Port Attorney.
- 2.2 Suspension and Early Termination.**
- 2.2.1 Suspension.** The Port may (in writing and without cause) direct Consultant to suspend, delay, or interrupt the Services, in whole or in part, for such periods of time as the Port may determine in its sole discretion. Such suspension of Services shall be treated as an excusable delay.

2.2.2 Port Termination for Cause. The Port may (in writing) terminate this Agreement in whole, or from time to time in part, for cause, should Consultant commit a material breach of all or part of this Agreement and not cure such breach within ten (10) calendar days of the date of the Port's written notice to Consultant demanding such cure. Upon such Port termination for cause, Consultant shall be liable to the Port for all loss, cost, expense, damage, and liability resulting from such breach and termination.

2.2.3 Port Termination for Convenience. The Port may (in writing) terminate this Agreement in whole, or from time to time in part, for convenience as the Port may determine in its sole and reasonable discretion. Upon such Port termination for convenience, Consultant shall be entitled to be paid for work performed up to the termination. The Port shall not be liable for any other cost, damage, or expenses.

3. Services

3.1 Scope of Services. Consultant shall perform all services ("Services") described in **Appendix A (Services)**. All Services whenever performed shall be deemed performed under this Agreement.

3.2 Standard of Performance. Consultant represents that it possesses all necessary training, licenses, permits, and approvals to perform the Services, and that its performance of the Services will conform to the standard of practice of a person (or persons) specializing in performing professional services of a like nature and complexity to the Services.

3.3 Subconsultants. Consultant shall perform the Services using any persons and subconsultants listed in **Appendix A (Services)**. Consultant shall hire only qualified persons or firms who are experienced in performing work of a like nature and complexity as the Services, and who agree to be bound to the terms of the Agreement to the extent of the scope of Services. Consultant may substitute personnel or subconsultants prior to any such personnel or subconsultants commencing work only upon the Project Manager's written consent, which may be withheld or delayed in the Port's sole discretion. When using any person who has retired from a CalPERS agency, Consultant and any subconsultants shall comply with all laws and regulations applicable to CalPERS.

3.4 Ownership of Non-Software Work Product. This section only applies to NON-SOFTWARE work product. Any interest (including copyright interests) of Consultant or its subcontractors or subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans, or any other documents (including electronic media) prepared by Consultant or its subcontractors or subconsultants in connection with the Services (but not including any Software, unless otherwise provided in this Agreement), shall become the property of the Port. To the fullest extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the Port's property. With the Port's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

If the Services include any Software, any licensing or ownership matters shall be addressed in **Appendix A-1 (Software)**.

4. Payment

- 4.1 **Payment Terms.** Consultant shall perform the Services for compensation only set forth in **Appendix B (Payment)** (“Payment”). All compensation paid to Consultant on account of the Services performed shall be deemed payments under this Agreement.
- 4.2 **Taxes.** Consultant shall, without additional compensation, pay all applicable taxes (including California sales and use taxes and the City of Oakland business tax), deficiency, interest, or penalty levied upon or asserted with respect to this Agreement, the Services performed thereunder, or the goods delivered hereunder, regardless of which Party has liability for such payment under applicable law. Consultant shall collect, report, and pay all applicable California sales and use taxes and shall, in accordance with California Revenue and Taxation Code Section 6203, issue the Port a receipt relieving the Port of all liability for any tax relating to this Agreement. Consultant shall comply with all applicable administrative regulations relating to the assumption of liability for the payment of payroll taxes and contributions under this Section and shall provide all necessary information with respect thereto to the proper authorities.

5. Insurance; Indemnification

- 5.1 **Insurance.** Consultant shall, at its own expense and during the Term, maintain in force the insurance in the types and amounts required by **Appendix C (Insurance)**.
- 5.2 **Indemnification.** Consultant shall comply with all provisions set forth in **Appendix F (Indemnification)**.

6. Compliance With Laws

- 6.1 **Compliance With All Laws.** Consultant shall comply with all laws, regulations, ordinances, rules, permits, or land use restrictions or limitations at any time applicable to the Services (“All Laws”), including those applicable to any public or governmental authority (including the City of Oakland and the Port, such as the City Charter), regardless of whether All Laws are specifically stated in this Agreement or are in effect at the beginning of the Term. Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with All Laws, consistent with the standard of care in this Agreement.

Consultant’s compliance with All Laws shall include, but not be limited to, compliance with the following, to the fullest extent applicable:

- 6.1.1 Oakland Living Wage provisions, including Section 728 of the Oakland City Charter and Port Ordinance Nos. 3666 and 3719.
- 6.1.2 Security requirements imposed by authorities with jurisdiction over the Services (such as the Federal Aviation Administration and U.S. Department of Transportation), which may include providing information, work histories, and/or verifications requested by such authorities for security clearances or compliance.
- 6.1.3 If the Services are part of a “public works” or “maintenance” project, California Department of Industrial Relations (“DIR”) requirements, which include compliance with California Labor Code Sections 1725.5 and 1771.1, Consultant and subconsultant registration with DIR and licensing by the California Contractors State License Board,

and compliance with all laws, regulations, and other requirements for public works of improvement.

Consultant acknowledges that under the California Labor Code, certain types of work performed under this Section may constitute “public works” as that term is defined in the Labor Code and/or Public Contract Code. To the extent that Consultant’s scope of Services under this Agreement and/or any later amendments/supplements thereto includes “public works,” Consultant shall comply with the Public Contract Code requirements, the prevailing wage requirements of California Labor Code Sections 1720 et seq., Chapter 5.12 of the Port of Oakland Administrative Code, as it may be amended, and any other applicable law(s), rules or regulations with respect to the workers performing such public works.

6.1.4 Maritime and Aviation Project Labor Agreement: The Port’s Maritime and Aviation Project Labor Agreement (“MAPLA”), as it may be amended from time to time, applies to any work undertaken by Consultant pursuant to this Agreement that (1) constitutes construction work, as defined by the MAPLA; (2) is subject to a permit for construction issued by the Port during the term of the currently effective MAPLA; and (3) exceeds an estimated value of \$150,000. For Consultant’s work covered by MAPLA, Consultant shall assure that each construction project contractor with whom Consultant contracts (i.e., the prime contractor) and each subcontractor, regardless of tier, signs a Letter of Assent to the MAPLA before beginning their respective work. The Building and Construction Trades Council of Alameda County and its signatory unions are third party beneficiaries of Consultant’s obligations under this subsection and are entitled to proceed with grievance and arbitration against Consultant under the MAPLA for Consultant’s breach of such obligations.

6.2 Non-Discrimination. Consultant shall not discriminate against or harass any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. Consultant shall take affirmative action to ensure that applicants and employees are treated fairly with respect to all terms and conditions of employment, which include (without limitation): hiring, upgrading, recruitment, advertising, selection for training or apprenticeship, demotion, transfer, compensation, layoff, or termination. Consultant acknowledges it has reviewed, or had a full opportunity to review, the current version of the Port’s Discrimination Complaint Procedures/Unlawful Harassment Policy and Complaint Procedures, which provide an effective and expedited method of resolving employment discrimination allegations and prevent unlawful workplace harassment.

6.3 Conflicts of Interest. Consultant shall comply with all applicable laws and regulations relating to conflicts of interest, including any requirements adopted by the City of Oakland or the Port. Consultant represents that it is familiar with California Government Code Sections 1090 and 87100 et seq., and that it does not know of any facts that may constitute a violation of said sections.

Consultant represents that, to the best of its knowledge, it has disclosed to the Port all facts bearing upon any possible interests, direct or indirect, Consultant believes that any employee, officer, or agent of the Port presently has, or will have, in this Agreement, in the Services, or in any portion of the profits hereunder. Willful failure to make such disclosure, if any, shall constitute grounds for termination of this Agreement by the Port for cause.

Consultant covenants that it shall never have any interest (direct or indirect) that would conflict in any manner with the performance of the Services under this specific Agreement, including an interest Consultant has (or may have in the future) with a person or entity that has an interest adverse or potentially adverse to the Port with respect to this specific Agreement, as determined in the reasonable judgment of the Port.

Provided that this Agreement or the performance thereof does not violate any applicable conflict of interest laws, nothing in this Section shall serve to prevent Consultant from providing services similar to the Services to other entities. The provisions of this Section shall survive the termination of this Agreement.

6.4 FAA AIP Grant-Required Provisions. Consultant shall comply with all provisions in **Appendix E (FAA AIP Grant-Required Provisions)**.

7. Confidentiality; Publicity

7.1 Confidentiality. Consultant acknowledges that, in the performance of the Services or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by the Port, the disclosure of which to third parties may be damaging to the Port. Consultant agrees that all information disclosed by the Port to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data, and shall not accept employment adverse to the Port's interests where such confidential information could be used adversely to the Port's interests. Consultant shall notify the Port immediately in writing if Consultant is requested to disclose any information made known to or discovered by Consultant during the performance of the Services. The provisions of this Section shall survive the termination of this Agreement.

7.2 Publicity. Any publicity or press releases with respect to the Project or Services shall be under the Port's sole discretion and control. Consultant shall not, without the Port's prior written consent, discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the media, or public bodies or representatives of public bodies. Consultant shall have the right, however, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform the Services. The provisions of this Section shall survive the termination of this Agreement.

8. Audit and Inspection

8.1 Retention. Consultant shall maintain unaltered all Records during the Retention Period.

8.1.1 "Retention Period" means the Term and an additional four (4) years following the later of: (a) termination of this Agreement, (b) the Port's final payment under this Agreement, or (c) resolution of pending issues between the Parties under this Agreement, including any issues raised during an Audit.

8.1.2 "Records" means full and adequate records, in electronic and other mediums, related to this Agreement or prepared by or furnished to Consultant during the course of performing the Services or which show the actual costs incurred by Consultant in the performance of this Agreement, including (without limitation) documents, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting

work under this Agreement, invoices, payrolls, data, and any internal or external audit reports related to this Agreement.

- 8.2 Audit and Tolling.** During the Retention Period, the Port may Audit the Records. Consultant agrees to toll all applicable periods of any statutes of limitations: (a) commencing on the first day of an Audit and ending four (4) years after the Port delivers to Consultant the final Audit findings; (b) commencing on the first day of an Audit and ending four (4) years after the Port's completion of the Audit, if no final Audit findings and observations are produced; and (c) commencing on the day the Port's claim or right or cause of action arises with regard to any matter under this Agreement and ending four (4) years thereafter.

8.2.1 "Audit" means to audit, examine, inspect, make copies of, and obtain excerpts and transcripts from the Records.

- 8.3 Production.** During an Audit or as otherwise requested by the Port, Consultant shall Produce Records to the Port or the Port's designated representatives. If Consultant fails to Produce Records to the Port within ten (10) business days of the Port's written request, Consultant shall pay the Port a delinquency charge of \$25 for each day it does not Produce Records. The Parties agree that such delinquency charges are liquidated damages that represent a reasonable estimate of expenses the Port will incur because of Consultant's failure to Produce Records, and that such charges shall be deducted from the Port's next payment to Consultant.

8.3.1 "Produce" means to, at no cost to the Port and within ten (10) business days of the Port's written request, provide the Port (or the Port's representatives): (a) copies of Records requested by the Port; (b) the ability for the Port to inspect the Records at a location within a fifty (50) mile radius from the Port offices at 530 Water Street, Oakland, California, or if the Records are not located within said fifty mile radius, the ability for the Port to inspect the Records at another location after Consultant pays the Port all reasonable and necessary costs incurred (including, without limitation, travel, lodging, and subsistence costs); and (c) copies of Records in electronic format through extracts of data files in a computer readable format, such as email attachments, data storage devices, or another adequate electronic format.

9. Notices; Agent for Service of Process

- 9.1 Notices.** The Port's and Consultant's Notice Addresses are set forth in **Appendix D (Parties)**, unless otherwise amended in writing with notice to the other Party. All notices or other communications given or required to be given under this Agreement shall be effective only if given in writing to the Party's Notice Address and: (a) sent by certified mail with return receipt requested, (b) sent by overnight delivery service, or (c) delivered personally. Any such notice shall be deemed to have been given: (x) five calendar days after the date it was sent by certified mail; (y) one business day after the date it was sent by overnight delivery service; or (z) on the date personal delivery was made. The Parties shall also endeavor to send courtesy copies of all notices and communications electronically.

- 9.2 Agent for Service of Process.** Pursuant to California Code of Civil Procedure, Section 416.10, *et seq.*, as applicable, Consultant hereby designates, authorizes, and/or otherwise identifies an agent for service of process as set forth in **Appendix D (Parties)**. Consultant may at any time designate, authorize, and/or otherwise identify a new agent for service in the State of California by providing written notice in compliance with this

Agreement of the full name and address of its new agent ("Designation"). No attempt to revoke the agent's authority to receive service shall be valid unless the Port has first received a duly executed Designation of a new agent meeting the requirements of California law.

10. Disputes; Statutes of Limitation; Governing Law

- 10.1 Dispute Resolution.** In the event of any dispute between the Parties under this Agreement, the Parties shall make their best efforts to meet and confer in good faith to resolve the dispute amicably. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement.
- 10.2 Attorneys' Fees.** If either Party commences an action against the other in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit.
- 10.3 Statutes of Limitation.** As between the Parties, any applicable statute of limitations for any act or failure to act shall commence to run on (a) the date of the Port's issuance of the final Certificate for Payment or termination of this Agreement, or (b) termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 10.4 Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without regard to principles of conflict of law. Consultant hereby consents to the exclusive jurisdiction of the state and federal courts in Alameda County, California and/or the United States District Court for the Northern District of California, and any actions arising out of or filed in connection with this Agreement shall be filed solely in such courts.

11. Miscellaneous

- 11.1 No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer rights or benefits on persons or entities not party to this Agreement.
- 11.2 Time of the Essence.** Time is of the essence in the performance of this Agreement.
- 11.3 No Waiver.** Any progress payments, approvals, inspections, reviews, oral statements, or certifications by any Port representative or by any governmental entity with respect to this Agreement shall in no way limit Consultant's obligations under this Agreement. Either Party's waiver of any breach, or the omission or failure of either Party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any Party is entitled, and shall not in any way affect, limit, modify, or waive that Party's right thereafter to enforce or compel strict compliance with every provision hereof.
- 11.4 Covenant Against Contingent Fees.** As required by the Port of Oakland Administrative Code ("POAC"), Section 5.12 (as it may be amended from time to time), Consultant warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Port, at its option, may

annul the Agreement or deduct from the contract price or otherwise recover from Consultant the full amount of the contingent fee. The following definitions apply to this Section:

11.4.1 “bona fide agency” means an established commercial or selling agency, maintained by Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain the Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

11.4.2 “bona fide employee” means a person, employed by Consultant and subject to Consultant’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain the Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

11.4.3 “contingent fee” means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Port contract.

11.4.4 “improper influence” means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act regarding a Port contract on any basis other than the merits of the matter.

11.5 Warranty of Signatories. Every person signing this Agreement on behalf of Consultant represents and warrants that such person has sufficient authority to sign this Agreement and create a valid and binding obligation on Consultant.

11.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument and all such counterparts, taken together, shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed effective as originals.

11.7 Severability. If any provision (or portion thereof) of this Agreement is found to be invalid by a court, arbitrator, or government agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. If any provision (or portion thereof) of this Agreement is prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective without affecting the remainder of this Agreement, which shall be enforceable to the fullest extent permitted by law. To the greatest extent permitted by law, the provisions of such applicable law are hereby waived so that this Agreement may be deemed to be a valid and binding agreement.

11.8 Entire Agreement. This Agreement contains the entire, exclusive, and integrated agreement between the Parties regarding the subject matter of this Agreement and shall supersede any and all prior negotiations, representations, understandings, or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by mutual written agreement by the Parties and approval, as necessary, by the Board of Port Commissioners and/or Port Attorney.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

<p>PORT OF OAKLAND</p> <p>CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,</p> <p>By: _____ DANNY WAN, Executive Director</p> <p>_____</p> <p>THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY.</p> <p>Approved as to form and legality:</p> <p>By: _____ MARY C. RICHARDSON, Port Attorney (Or Assistant Port Attorney or Deputy Port Attorney signing on behalf of)</p> <p>Port Resolution No.: _____</p> <p>Board Approval Date: _____</p> <p>PA#: _____</p>	<p>CONSULTANT</p> <p>_____, a [State] [business form/type, i.e. corporation, etc.],</p> <p>By:</p> <p>Name: Title: Email:</p> <p>_____</p> <p>ATTEST (only if California Corp.)</p> <p>By:</p> <p>Name: Title: Email:</p>
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APPENDIX A

SERVICES

Consultant and Port agree that the terms and conditions set forth in the body of this Agreement or in the other Appendices supersede any term, condition, or other language in this Appendix A (or any other document attached to this Appendix A, other than Appendix A-1) that conflicts with or is inconsistent with those terms and conditions.

[The below scope, terms and requirements are a partial list of the minimum scope and terms of Consultant's services; the complete Scope of Work will be mutually agreed upon and inserted following award and prior to the finalization of any associated agreement.]

A. SCOPE OF WORK

1. **General.** Consultant shall procure and provide the Port with a fully functional, turnkey battery energy storage ("BESS") system ("BESS System" or "System") for the Port's use at the Oakland International Airport ("Airport"). Consultant shall also provide ongoing management, maintenance and support of the System. Consultant's services are broken down into [redacted] [phases][task groups], as further described below ("Services").

Consultant's Services shall be performed in accordance with the additional terms, conditions and specifications as set forth in Appendix A-1 (Software), Appendix A-2 (Service Level Agreement), Appendix A-3 (BESS Technical Requirements/Specifications) and Appendix A-4(System Warranty).

[Reserved for additional details on Services, generally]

2. **Definitions.** If applicable, the following capitalized terms, as used in this Agreement or in this Appendix or any of the other Appendices, have the following meanings:

2.1. "Software" means: _____.

☐ "Software" is provided as "software as a service" and delivered through the following online or mobile-access platform(s): _____.

2.2. "Equipment" means: _____.

2.3. [Reserved for additional definitions]

3. **Warranty.** Consultant shall provide a warranty for the System as set forth in more detail in Appendix A-4, attached hereto and incorporated herein. Consultant shall provide the Port with instructions for the proper care, use, maintenance, environmental considerations, and handling of the System prior to installation.

[Additional details on Scope of Work to be determined]

B. [NO]APPROVED SUBCONSULTANTS

[There are no approved subconsultants under this Agreement][Consultant shall use only the following subconsultants and subconsultant personnel (to the extent such personnel are specified) in performing Services: _____].

C. TERM OF AGREEMENT

The term of this Agreement shall be for ____ year(s) commencing _____ (“Effective Date”) and terminating _____.

- ☐ The Port has the option of extending the Agreement for an additional _____ in _____ increments as authorized by the Executive Director and documented by a supplemental agreement to this Agreement, provided, however, that there shall be no increase in the Maximum Compensation payable hereunder.

APPENDIX A-1
SOFTWARE

1. **License.** Consultant hereby grants to the Port a fully-paid, non-exclusive, and non-transferable license to access and use the software described in **Appendix A** (the “**Software**”), during the Term, without any limitation as to the number or nature of users, machines, devices, or platforms, subject to any limitations described in **Appendix A**.
 - a. **Back-Up Copies.** The Port may make copies of the Software as reasonably necessary for back-up disaster recovery purposes only.
 - b. **No Other License.** Except as expressly set forth in this Agreement, no license is granted and none shall be deemed granted by implication, estoppel, or otherwise.
 - c. **License Restrictions.** Any use of the Software not expressly permitted by this Agreement is prohibited. Without limiting the generality of the foregoing, the Port shall not commit any of the following:
 - i. Sublicense use or access to any Software.
 - ii. Remove or modify any Software markings or any notice of Consultant’s or its licensors’ proprietary rights.
 - iii. Cause or permit reverse engineering (unless required by law for interoperability), disassembly, or decompilation of the Software.

Except for the licenses granted herein and rights to data as set forth herein, all right, title, and interest in and to the Software, including (without limitation) all tangible or intangible material of any nature produced by Consultant related to the Software shall remain exclusively with Consultant and its licensors, as applicable. The Software is licensed, not sold.

2. **Equipment.** If the Services include any “**Equipment**” (as defined in **Appendix A**), then, unless otherwise agreed in writing by the Port, Consultant will be responsible for installing the Equipment and installing the Software on the Equipment or on the Port’s systems. Consultant will be responsible for ensuring compatibility and that the Software and Equipment are functioning as intended.
3. **Delivery and Installation.** To the extent possible, Consultant will deliver Software to the Port electronically, unless otherwise requested by the Port in writing. Unless otherwise agreed in writing by the Port, and only to the extent applicable, Consultant will be responsible for installing the Software on the Port’s systems and for ensuring compatibility and that the Software is functioning as intended.
4. **Data.** As between the Port and Consultant, the Port owns all right, title, and interest in any data that the Port, or others acting on behalf of the Port, have entered into, have associated with, or have otherwise prepared for use in or with the Software (“**Port Data**”).

☐ Port Data shall include (without limitation): _____.

Within thirty (30) days of the expiration or termination of the Agreement for any reason, Consultant shall, at no charge to the Port and without the Port’s request:

- a. Export and deliver to the Port all data input into the Software, including (without limitation) the Port Data. Consultant shall provide such data to the Port in a format reasonably requested by the Port.
- ☐ Acceptable data formats shall include (without limitation): _____.

- b. Certify to the Port that all Port Data has been destroyed or removed from Consultant's possession and control.

5. Additional Warranties. Cumulative to any representations and warranties in the Agreement:

- a. The Software is compatible for access and use on the Port's systems and devices. The Software (and, if applicable, the Equipment) will operate in all material respects as described in its product descriptions and/or documentation provided or published by Consultant. For all Equipment, Consultant will ensure that any manufacturer warranties are in the name of the Port, or transferred promptly to the Port, such that the Port has all benefits of any such warranties.
- b. The Software (and, if applicable, the Equipment) will not contain or deliver any viruses, Trojan horses, worms, time bombs, trap doors, or other undisclosed code, program routine, device, or other feature or hidden file designed to damage, delete, disable, deactivate, interfere with or otherwise harm the Software or any hardware, software, data, or other programs of the Port.
- c. Consultant will use all commercially reasonable best practices to ensure the security, safety, and integrity of all Port Data.
- d. Consultant has all right, title, and authority necessary to grant any licenses or provide any Software, the Equipment (if applicable), or related services under this Agreement, including (without limitation) the absence of any contractual or other obligations that conflict with this Agreement or limit, restrict, or impair the rights granted under this Agreement.
- e. The Software (and, if applicable, the Equipment) will not infringe or otherwise violate the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other intellectual property or proprietary right of any person or persons.

6. Additional Bankruptcy Provisions. All rights and licenses granted under or pursuant to this Agreement are and shall be deemed to be, for purposes of 11 U.S.C. § 365(n), licenses of rights to "intellectual property," as defined under 11 U.S.C. § 101. The Parties agree that the Port, as a licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code; however, nothing in this Agreement may be deemed to constitute a present exercise of such rights and elections.

Consultant hereby agrees and consents that, in the event an order for relief under the U.S. Bankruptcy Code has been entered with respect to the Port, the Port will be permitted to assume this Agreement and all licenses set forth herein pursuant to 11 U.S.C. § 365, notwithstanding any right Consultant may have pursuant to 11 U.S.C. § 365(c)(1) to object to such assumption. This consent will constitute an irrevocable consent pursuant to 11 U.S.C. § 365 (c)(1)(B), but only with respect to the Port's assumption of the License (and not with respect to any assignment of this Agreement and the licenses set forth herein).

APPENDIX A-2
SERVICE LEVEL AGREEMENT

Consultant shall make commercially reasonable efforts to ensure the system is available 24 hours per day, every day of the year, except for scheduled maintenance periods during low activity. For purposes of this Appendix, the “system” refers to the Software and the Equipment provided under this Agreement.

1. The targeted system quality is:

- Level 1 through Level 3 Errors – Respond to Problem Reporting (as defined in Appendix A) within two (2) hours of, begin professional resolution efforts, and provide the Port with a Status Report (as defined in Appendix A) summary of efforts within twenty-four (24) hours detailing issues and attempts at resolution (excluding non-Business Hours)(“Initial Report/Summary”). For Level 1 Errors, a further summary of efforts must be emailed every 2 hours following the Initial Report/Summary detailing issues and attempts at resolution. Level 2 Errors –Further summary of efforts must be e-mailed every 4 hours following the Initial Report/Summary detailing issues and attempts at resolution.
- Level 3 Errors –Further summary of efforts following the Initial Report/Summary must be emailed every 8 Business Hours detailing issues and attempts at resolution.
- Time to respond shall be determined based on the time at which an incident is reported via email notification to _____.

2. SLA Penalties:

- Error Resolution:
 - Late response to any Level 1 error – penalty is 5% of Monthly Fees (as used in this Appendix, the term Monthly Fees refers to the annual ongoing expenses set forth in Table 1.2 of Appendix B-1, pro-rated over twelve months)
 - Late response to any Level 2 error – penalty is 2% of Monthly Fees
 - Late response to any Level 3 error – penalty is 1% of Monthly Fees
- Error Level Definitions
 - Level 1 Error – system is unavailable to all users
 - Level 2 Error – system is experiencing updating or processing errors, reporting capabilities not working properly, but the system is substantially usable and available to all users
 - Level 3 Error – system is exhibiting minor field or page display errors, but the system is substantially usable and available to all users

Consultant must furnish a report certifying the measurements above by the 5th working day after the end of the preceding month.

APPENDIX A-3

BESS TECHNICAL REQUIREMENTS/SPECIFICATIONS

[The BESS System specifications will be mutually agreed upon and inserted following award and prior to the finalization of any associated agreement.]

APPENDIX A-4

BESS SYSTEM WARRANTY

[The warranty provisions will be mutually agreed upon and inserted following award and prior to the finalization of any associated agreement.]

APPENDIX B

PAYMENT

1. **Services.** The Port will pay Consultant for Services, a Maximum Compensation defined below, which sum includes costs for reimbursable expenses, if any.

Maximum Compensation	\$
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The Maximum Compensation shall be full compensation for all Services required, performed or accepted under this Agreement. If the Port and Consultant previously executed a purchase order for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Agreement and the previous payments deemed payments against the Agreement Price established in this Appendix.

The Maximum Compensation may only be increased if such increase is: (a) consistent with all applicable laws and regulations (including, without limitation, the Port's Purchasing Ordinance); (b) consistent with the applicable action authorized by the Board of Port Commissioners; and (c) documented by a supplemental agreement to this Agreement approved by the Executive Director. Any other increases shall only be allowed with a duly adopted authorizing resolution by the Board of Port Commissioners.

2. **Payment Schedule.** Progress payments for Services for each phase of the work shall be made as follows:

- ☐ upon completion of the work ☐ as invoiced
- ☐ monthly ☐ as set forth in Appendix B-1, attached hereto

[Additional terms regarding payment schedule and rates will be inserted into this draft agreement following award and prior to the finalization of any associated agreement. All payments for services will be made after deduction of any applicable penalties or other payment deductions as stated in Section 5 below. Section 6 below shall only be included if the value of the Public Works portion of this Agreement exceeds \$25,000]

3. **No Reimbursable Expenses Allowed.** There are no reimbursable expenses allowed under this Agreement.
4. **Invoices.** All payments shall require a written invoice from Consultant in a form acceptable to Port. Port shall make payment on approved amounts within each invoice within 30 days of receipt. **Original invoices shall be sent to:**

Port of Oakland, Accounts Payable, P.O. Box 28413, Oakland, CA 94604

Or emailed to accountspayable@portoakland.com, referencing the purchase order number and/or contract number in the subject line.

5. **Deductions to Payments.** The Port shall have the right to deduct from the amount payable to Consultant, upon written notice, any unauthorized or disputed expenses, any penalty for violations of the Service Level Agreement (as described in Appendix A-2) or for overpayment of expenses by

the Port and any other amounts owed by the Consultant to the Port. If the Port is required or elects to pay any sum, or if it incurs any obligations or expenses, because of the failure, inability, neglect or refusal of the Consultant to perform or fulfill any of the terms and conditions of this Agreement that it is obligated to perform or fulfill, then the Port shall have the right to deduct these sum(s) from the any and all amounts payable to Consultant.

6. **Payment/Performance Bonds.** Consultant will obtain and issue both a Performance Bond and a Payment Bond in the forms attached hereto as Appendices G-1 and G-2. For purposes of Appendix G-1 and Appendix G-2 only, the term “Contract Sum” shall refer to the portion of the Maximum Compensation amount (as set forth in Appendix B) that is attributable to the Public Works portion of the compensation for this Agreement, or \$ [REDACTED].

APPENDIX C

INSURANCE

1. Commercial General Liability Insurance

- **Coverage:** Standard ISO Commercial General Liability form.
- **Limits:** \$5,000,000 per occurrence; \$5,000,000 annual general aggregate; \$5,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Cross liability/separation of insureds.
- Waiver of subrogation in favor of additional insured.
- Required liability insurance limits may be met through a combination of primary and excess/umbrella insurance.
- If the Services involve construction activities, completed operations coverage must remain in force until at least 5 years after completion and acceptance of the Services.

2. Business Automobile Liability Insurance

- **Coverage:** Standard ISO Business Automobile Liability form for all owned, non-owned and hired automobiles.
- **Limits:** \$1,000,000 each accident, except \$5,000,000 for vehicles operating in the South Field, the Aviation Operating Area ("AOA"), or any active airfields of the Oakland International Airport.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per accident unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.

3. Contractor's Pollution Legal Liability Insurance

- **When Required:** If the Services involve any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials.
- **Coverage:** Contractor's Pollution Legal Liability occurrence or claims made form.
- **Limits:** \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- **Additional Term if Claims Made Form:** 2 years following completion and acceptance of the Services.
- **Definition of "Covered Operations"** shall include All work performed by Consultant or its contractors or subcontractors.

4. Workers' Compensation and Employer's Liability Insurance

- **Coverage:** Statutory Workers' Compensation and Side B Employer's Liability form.
- **Limits:** Statutory for workers' compensation and \$1,000,000 per accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease, for Employer's Liability.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence for Employer's Liability unless otherwise approved by Port Risk Management.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

5. Professional Liability Insurance

- **Coverage:** For errors and omissions arising out of the Services.
- **Limits:** \$5,000,000 per claim and annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per claim unless otherwise approved by the Port Risk Management.
- **Additional Term:** 2 years after completion and acceptance of the Services.
- If the Services involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Services involve outsourced technology or internet services, Network and Media Liability coverage.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents, and employees.

Other Insurance Requirements:

- **Notice of Cancellation.** Consultant or Consultant's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- **Right to Higher Limits.** If Consultant maintains higher limits than the minimum show above, the Port requires and shall be entitled to the higher limits maintained by the Consultant.
- **Right to Broader Coverage.** If Consultant maintains broader coverage than the minimum show above, the Port requires and shall be entitled to the broader coverage maintained by the Consultant.
- **Excess/Umbrella Liability Insurance.** Any umbrella or excess insurance shall strictly follow form of underlying insurance and comply with any requirements of this Agreement pertaining to the underlying coverage.
- **Proof of Insurance/Insurer Rating.** Consultant must deliver to the Port Risk Management Department, prior to the commencement of the Services, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better. Upon failure to so file such insurance certificate, the Port may without further notice and at its option either (1) exercise the Port's rights; or (2) procure such insurance coverage at Consultant's expense and Consultant shall promptly reimburse the Port for such expense (Services may be interrupted without proper evidence). In addition to the certificate of insurance, Consultant shall provide copies of the actual insurance policies if requested by the Port.

- Please send certificates and other required insurance information to:
Port of Oakland
Attn: Risk Management Dept.
530 Water Street
Oakland, CA 94607
Email: risktransfer@portoakland.com

APPENDIX D

PARTIES

CONSULTANT

Full Legal Name of Consultant:

Corporate Address:

Form of Business Entity (Check one)

- ☐ Sole proprietorship
☐ Corporation: State of _____
☐ Partnership: ☐ General ☐ Limited
☐ Limited Liability Company
☐ Other: _____

If Corporation, LLC, LP, LLP:

(Required Information)

**Agent for Service of Process
(Name and Address)**

Contact Individual / Position:

Telephone No.:

Facsimile No. (if any):

E-Mail Address:

Website (if any):

Tax Identification No.:

PORT

Division Director	
Project Manager	
Port's Notice Address	[Project Manager Name] Port of Oakland 530 Water Street Oakland, CA 94607

APPENDIX E

FAA AIP GRANT-REQUIRED PROVISIONS

The following provisions are required in all Port contracts because of the Port's participation in the FAA Airport Improvement Program (AIP). Consultant shall fully comply with all of the following provisions and shall also include each these provisions in all of its contracts and subcontracts related to this Agreement.

Note: Consultant is sometimes hereinafter referred to as "Contractor" and the Port is sometimes hereinafter referred to as "Sponsor". The Agreement is sometimes hereinafter referred to as "contract". These provisions, as worded below, are required by the AIP and may not be amended.

A. General Civil Rights Provisions.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Compliance With Nondiscrimination Requirements.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), 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 contract.
- 2. Nondiscrimination:** 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Sponsor 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 Sponsor 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 Nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six 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 Sponsor 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 Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, the Contractor agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination 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);
- 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. 74087 (2005)];
- 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).

D. Fair Labor Standards Act.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, 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 Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

E. Occupational Safety and Health Act.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant 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 (29 CFR Part 1910). The Consultant 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.

[FAA Updated 5.2023]

APPENDIX F
INDEMNIFICATION

- A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782, 2782.6, and 2782.8), Consultant shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless the Port and its officers, agents, departments, officials, representatives, and employees (collectively, “Indemnitees”) from and against the Liabilities.

“Liabilities” means any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, paralegal and attorneys’ fees (including costs attributable to in-house paralegals and attorneys), Port staff costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that:

- (1) Arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant, who provide design professional services governed by California Civil Code Section 2782.8; and
- (2) For Services not governed by California Civil Code Section 2782.8, arise from or relate to, directly or indirectly, in whole or in part:
 - (a) the Services, or any part thereof,
 - (b) any negligent act or omission of Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant,
 - (c) any claim of infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other intellectual property or proprietary right of any person or persons in consequence of the use by the Port, or any of the other Indemnitees, of any of the articles or Services to be supplied in the performance of this Agreement (including any Software or Equipment, as defined in the Services), and/or
 - (d) any claim of unauthorized collection, disclosure, use, access, destruction, or modification, or inability to access, or failure to provide data, by any person or persons in consequence of any act or omission by Consultant or any Subconsultant.

Such obligations to defend, hold harmless, and indemnify any Indemnitees shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

Consultant shall cause its Subconsultants to agree to indemnities and insurance obligations in favor of Port and other Indemnitees in the exact form and substance of those contained in this Agreement.

B. *The following provision shall only apply to the extent that Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant, who provide design professional services governed by California Civil Code Section 2782.8:*

- (1) Port shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. Port shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provisions is on Consultant. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.
- (2) If there is an obligation to indemnify under this Agreement, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

APPENDIX G - 1

PERFORMANCE BOND

THIS PERFORMANCE BOND ("Bond") is dated _____ is in the penal sum of one hundred percent (100%) of the Contract Sum, which is _____ Dollars (\$_____), and is entered into by and between the parties listed below to ensure the faithful performance of the Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Sections 1 through 12, attached to this page. Any singular reference to _____, a _____ (Lic. No. _____) (the "Contractor"), _____ (the "Surety"), City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") or other party shall be considered plural where applicable.

CONTRACTOR:

Name

Address

OWNER:

CITY OF OAKLAND,
A Municipal Corporation, Acting By and
Through Its Board of Port Commissioners

Address: 530 Water Street
Oakland, CA 94607
Attention: Port Attorney

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____

Name and Title: _____

SURETY:

Name

Principal Place of Business

CONTRACT:

[Description of Work]

DATED _____, 2024 in the
amount of \$_____.

SURETY
Company:

Signature: _____

Name and Title: _____

Address

Contact Person

Telephone Number

Approved as to Form and Legality this ____ day of
_____, 2024

MARY C. RICHARDSON, Port Attorney

[CONSULTANT]

Professional Services Agreement

APPENDIX G-1
LEGAL-393563794-217

BOND TERMS AND CONDITIONS

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Port for the complete and proper performance of the Contract, which is incorporated herein by reference.
2. If the Contractor completely and properly performs all of its obligations under the Contract, the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Port Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Port has declared a Contractor Default under the Contract pursuant to the terms of the Contract; and
 - 3.2 The Port has agreed to pay the Balance of the Contract Sum to:
 - 3.2.1 The Surety in accordance with the terms of this Bond and the Contract; or
 - 3.2.2 To a contractor selected to perform the Contract in accordance with the terms of this Bond and the Contract.
4. When the Port has satisfied the conditions of Section 3, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Port, to perform and complete the Contract (but Port may withhold consent, in which case the Surety must elect an option described in Sections 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids from qualified contractors acceptable to the Port for a contract for performance and completion of the Contract, and, upon determination by the Port of the lowest responsible bidder, arrange for a contract to be prepared for execution by the Port and the contractor selected with the Port's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract; and, if the Surety's obligations defined in Section 6, below, exceed the Balance of the Contract Sum, then the Surety shall pay to the Port the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor acceptable to the Port and with reasonable promptness under the circumstances, and, after investigation and consultation with the Port, determine in good faith the amount for which it may then be liable to the Port under Section 6, below, for the performance and completion of the Contract and, as soon as practicable after the amount is determined, tender payment therefor to the Port with full explanation of the payment's calculation. If the Port accepts the Surety's tender under this Section 4.4, the Port may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If the Port disputes the amount of Surety's tender under this Section 4.4, the Port may exercise all remedies available to it at law to enforce the Surety's liability under Section 6, below.

5. If the Surety does not proceed as provided in Section 4, above, then the Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from the Port to the Surety demanding that the Surety perform its obligations under this Bond. At all times the Port shall be entitled to enforce any remedy available to the Port at law or under the Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. The Surety's monetary obligation under this Bond is limited by the penal sum of this Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Contractor under the Contract. The Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of the Contractor under the Contract for completion of the Contract and correction of defective work;
 - 6.2 The responsibilities of the Contractor under the Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Contract, actual damages caused by non-performance of the Contract, including but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of the Surety under Section 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than the Port or its successors or assigns.
8. The Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between the Port and the Contractor regarding the Contract, or in the courts of the County of Alameda, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to the Surety, the Port or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by the Surety, the Port or the Contractor at the address shown on the signature page, however accomplished, shall be sufficient compliance as of the date received.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
 - 12.1 Balance of the Contract Sum: The total amount payable by the Port to the Contractor pursuant to the terms of the Contract after all proper adjustments have been made under

the Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Contract.

- 12.2 Contract: The agreement between the Port and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract, including but not limited to, "default," as provided in Document 00700 General Conditions.
- 12.4 Port Default: Material failure of the Port, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Contract or to perform other material terms of the Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify the Contractor's termination of the Contract.

END OF DOCUMENT

APPENDIX G - 2
PAYMENT BOND

THIS PAYMENT BOND ("Bond") is dated _____, is in the penal sum of one hundred percent (100%) of the total amount payable for the Contract Sum listed below, which is _____ Dollars (\$_____), and is entered into by and between the parties listed below to ensure the payment of eligible claimants under of the Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Sections 1 through 9, attached to this page. Under this Bond _____, a _____ (Lic. No. _____) (the "Contractor") as principal and, _____ (the "Surety"), are bound to the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") as obligee.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

OWNER:

CONTRACT:

CITY OF OAKLAND,
A Municipal Corporation, Acting By and
Through Its Board of Port Commissioners

[Description of Work]

Address: 530 Water Street
Oakland, CA 94607
Attention: Port Attorney

DATED: _____, 2024 in the
amount of \$_____

CONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Approved as to Form and Legality this ____ day of
_____, 2024

MARY C. RICHARDSON, Port Attorney

[CONSULTANT]

Professional Services Agreement

APPENDIX G-2
LEGAL-393563794-217

BOND TERMS AND CONDITIONS

1. This Bond is intended to comply with the requirements of Civil Code § 9550 et seq. with regard to the Contract, which is fully incorporated by reference herein.
1. Pursuant to Civil Code § 9554, if the Contractor or any subcontractor fails to pay any of the following, Surety will pay the obligation and, if an action is brought to enforce liability on the Bond, a reasonable attorney's fee, to be fixed by the court:
 - 2.1 A person authorized under Civil Code § 9100 to assert a claim against a payment bond.
 - 2.2 Amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract.
 - 2.3 Amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or subcontractors under Unemployment Insurance Code § 13030 with respect to the work and labor.
2. This Bond is conditioned for the payment in full of the claims of all Claimants and by its terms inures to the benefit of any person authorized under Civil Code § 9100 to assert a claim against a payment bond so as to give a right of action to that person or that person's assign's in an action to enforce the liability on the Bond.
3. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. Surety hereby waives any requirement to be notified of alterations to the Contract, including extensions of time for completing the Contract.
5. The Port shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
6. The Surety hereby waives the provisions of Civil Code §§ 2819 and 2845.
9. **DEFINITIONS**
 - 9.1 Claimant: An individual or entity authorized to file a stop payment notice pursuant to Civil Code §9100 and include the assigns of such individual or entity.
 - 9.2 Contract: The agreement between the Port and the Contractor identified on the signature page, including all Contract Documents and work authorizations and changes thereto.

END OF DOCUMENT



RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

BATTERY ENERGY STORAGE SYSTEM TECHNICAL REQUIREMENTS

PART 1 GENERAL REQUIREMENTS

1.01 SCOPE OF WORK

Work under this Section consists of furnishing labor, materials, equipment, transportation, services, and supervision required for procuring, testing, and delivering a new, fully operational Battery Energy Storage System (BESS) to the Port of Oakland (Port) Oakland International Airport (OAK), and for providing training and support services for operation, maintenance, and system monitoring through the Seller's Energy Management System (EMS) user interface, as specified herein. Seller's responsibilities shall include procurement of all electrical equipment up to and including the Power Conversion System (PCS) and metering, as well as special support services for the engineering design and construction as specified in the RFP to achieve final completion and pass all necessary tests. Seller shall provide onsite support for commissioning, and testing of work, as described herein, including all referenced appendices and standards.

1.02 APPLICABLE AGENCY STANDARDS

ANSI American National Standards Institute

IEEE Institute of Electrical and Electronics Engineers

NFPA National Fire Protection Association

UL Underwriters Laboratories

NEC National Electric Code

NESC National Electric Safety Code

EPA Environmental Protection Agency regulations

FAA Federal Aviation Administration regulations

FERC Federal Energy Regulatory Commission regulations

NEMA National Electrical Manufacturers Association

ASTM American Society for Testing and Materials

ASME American Society of Mechanical Engineers

MESA Open Standards for Energy Storage

1.03 SUBMITTALS

- A. Work or materials for which submittals are required thirty (30) calendar days following the receipt of the Notice to Proceed (NTP) shall include the following:

- 1) Preliminary system design package including but not limited to the following:
 - i. A comprehensive list of BESS components and system characteristics with exact model number guaranteed by the Seller according to Section 2.03 below.
 - ii. Updated Site Layout Plan indicating all equipment dimensions and clearance requirements.
 - iii. Updated One-Line Diagram identifying interconnection point for system metering and DC system design up to the Power Conversion System (PCS).
 - 2) Detailed summary of guaranteed service life, yearly degradation percentages, and anticipated maintenance costs to maintain rated capacity over the life of the system.
 - 3) Detailed summary of forecasted charge/discharge cycles depicting daily operation of the system based on the Substation Meter Data.
 - 4) Detailed capabilities of the anticipated Energy Management System operational strategy, including wireless telecommunications, load monitoring, data collection, and user interface.
 - 5) BESS Fire and UL testing results.
- B. The Seller shall provide equipment and performance warranties according to Section 1.05 below.
 - C. The Seller shall submit a list and schedule of all submittals.
 - D. The Seller shall provide a preliminary project schedule including anticipated meetings and site visits, fabrication milestones, testing and delivery dates as specified herein, safety and other requested items in this Procurement Package.
 - E. The Seller shall provide a copy of its Quality Control (QC) Program documentation.

1.04 EXPECTED SYSTEM USE

The BESS will interconnect with the existing Port distribution substation equipment to provide peak-shaving services to increase the 24/7 available electrical capacity from one of existing PG&E distribution circuits providing power to the Oakland International Airport (OAK). The system will be capable of monitoring real-time loading conditions and historical data at the point of interconnection to best reduce the overall peak load of the system. The system will operate as a pilot project for the Owner, providing opportunity for data gathering to justify further implementation of BESS across the Owner's distribution system for peak-shaving and other use-cases.

1.05 SELLER WARRANTIES

Seller shall provide a long-term performance guarantee. Owner will require flexibility to operate the BESS in a manner that maximizes overall value for the company, which may vary from year to year. Therefore, the Owner will require Seller to offer performance warranties that are flexible and allow for a variation in operating parameters. Seller shall quantify the guaranteed degradation rate for the remainder of the contract term based on actual averages and ranges (min, max) of key operational parameters. These may include:

- Constant power charge and range (e.g. CP from 0.9 to 1.1)
- Discharge rate and range (e.g. CP from 0.5 to 1.2)
- Operating temperature

- Annual number of cycles and depth of discharge

PART 2 PROJECT DESCRIPTION

2.01 PROJECT REQUIREMENTS

- A. The primary function of the system is to peak-shave local demand and reduce overall system peak-demand at the Point of Interconnection with PG&E.
- B. BESS Operating System shall provide an interactive dashboard of BESS performance and operation data for Owner review and use.
- F. The BESS shall have the capability to incorporate both active system loading data from the physical connection at the substation and imported historical meter data to develop an ideal operational strategy to flatten the system loading year-round.
- G. The EMS should demonstrate the capability of updating operational strategies to adapt to future Port system growth based on dynamic load profiles recorded throughout the life of the system.
- H. The BESS shall offer the scalability to install additional units to increase overall system size with minimal modifications to the existing system. Load growth may be variable and increase peaks and valleys, with the possibility of new intermittent loads such as EV chargers and additional building or equipment loads.

2.02 SITE

- A. Minimum ambient temperature: 61 F
- B. Maximum ambient temperature: 106 F
- C. Humidity: 78%
- D. Elevation: 0 ft
- E. Existing Site Location: Oakland International Airport 12kV Distribution Substation [SS-1A](#).
- F. Point of Interconnection: The system will be installed at one of OAK 12.47kV main distribution substations, which is fed solely from a single 12.47kV PG&E distribution circuit. The system will be interconnected to an available GE L90/F35 1200A spare feeder breaker 52-57 within the existing switchgear building, as shown in **Exhibit C**.
- G. Telecommunication: There is no Owner internet connection or SCADA system available onsite. Any new communication infrastructure required to provide the services in this Procurement Package shall be specified by the Seller.

2.03 FURNISHED GOODS

The Seller is responsible for procuring the entire BESS electrical and control system up to the Power Conversion System, including but not limited to the following:

- Battery Racks, Enclosure, and Battery Management System
- Power Conversion System (Inverter System)

- Control and Monitoring System
- Electrical and Fire Protection Systems and Safety Equipment
- Metering and Communication Systems
- HVAC System and Additional Auxiliary Loads
- Energy Management System
- DC Cabling and Control/Communication Wiring
- Telecommunication Equipment

The Project shall be designed to maintain the guaranteed performance metrics presented in this Procurement Package. The Project is limited to the use of electrochemical energy storage that have demonstrated appropriate technical and commercial maturity. The Project should include BESS equipment capable of meeting or exceeding the technical and operating needs of Owner, specified in Article 3 of this Section.

Seller shall provide all manufacturer design and installation documentation for all Furnished Goods in accordance with prudent utility practices, with the professional standards, skill, expertise, and diligence of design and construction of professionals regularly involved in grid-connected BESS projects for electric utilities in the United States. The documentation must conform to the requirements and conditions of all applicable permits and laws, be in compliance with the operating guidelines, and meet Owner requirements. The documentation shall provide adequate information to complete full system design and interconnection.

2.04 SPECIAL SERVICES

The Seller shall provide all services requested by the Owner, specified in Section 4 below.

PART 3 TECHNICAL REQUIREMENTS

3.01 BESS CHARACTERISTICS

- A. The BESS shall be Lithium-Ion.
- B. The BESS shall have a minimum operational life of 10 years.
- C. The system shall operate at or better than +/- 0.85 power factor.
- D. The PCS shall be sized per the proposed BESS and the power requirements of the project, including any point of interconnection constraints.
- E. The PCS shall conform to IEEE 1547-2018 standards for grid-tied operation.
- F. The system shall be capable of charging from 0% to 100% SOC and discharging from 100% to 0% SOC.
- G. Systems shall be rated in terms of net delivered power and energy to the Point(s) of Interconnection, accounting for internal loads and losses.
- H. The BESS shall have an average degradation of energy storage not exceeding 3% per year and provide a minimum of 90% of rated capacity throughout its service life.

- I. The Seller shall specify the auxiliary loads of the BESS, including HVAC, idling losses, and controller loads.
- J. BESS components located outdoors shall be contained within weatherproof, tamper resistant, rust resistant, metal enclosures suitable for mounting outdoors on concrete foundations with a minimum NEMA 3R rating.
- K. The BESS shall be designed to operate with minimal maintenance for the specified life of the system. A nameplate shall be provided including:
 - a. Manufacturer Name
 - b. Connection diagram
 - c. BESS ratings; Power, energy, voltage, BIL
 - d. Specimen data; serial number, date of manufacture
 - e. The nameplate shall meet the requirements of IEEE C57.12.00
- L. The BESS shall be configured to operate in grid-connected ("load following") mode only. No islanding capabilities are required at this time. The BESS shall not be permitted to export load onto the PG&E circuit.
- M. In load following mode, the BESS shall be capable of discharging or recharging up to full power capacity (subject to battery state of charge).
- N. The BESS Energy Management System shall be capable of improving its operability for peak shaving by referencing real-time information, historical data, and account for actual load growth over the life of the system.
- O. The BESS shall remain unstaffed on a day-to-day basis and require only routine checks by Owner maintenance staff.
- P. The maximum sound levels, outside and adjacent to any equipment shall be limited to the levels specified by local ordinances.
- Q. The maximum noise level inside containers and control rooms will be 80 dBA.

3.02 ELECTRICAL

- A. The Point of Interconnection (POI) for the BESS AC power system will be at the identified spare 1200A GE L90/F35 Feeder breaker on the existing 12.47kV indoor substation bus, as depicted in **Exhibit C**.
- B. The POI for the BESS Energy Management System will be on the 2-750kcmil AC power cables on the load-side of the existing PG&E meter, located inside the distribution substation building. Required CT's and PT's for all metering will be sized by the Seller.
- C. All system grounding shall be completed typical of industry standard, including but not limited to IEEE Std. 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems. Necessary precautionary measures shall be taken to ensure that there will be no mis-operation, damage or danger to any equipment or system due to broadband interference and effects and that

no discharge sources from the BESS could cause interference with radio and television reception, wireless communication systems, or microwave communication systems at OAK.

- D. The Seller shall make measurements before, (or with all equipment de-energized), and after commissioning of the Project for the purpose of verifying compliance with the broadband interference requirements.
- E. All broadcast signals, radio noise, television interference and broadband interference measurements shall be made with instruments that comply with the latest revision of ANSI C63.2, "American National Standard for Electromagnetic Noise and Field Strength Instrumentation, 10 Hz to 40 GHz - Specification." IEEE Standard 430, "IEEE Standard Procedures for the Measurement of Radio Noise from Overhead Power Lines and Substations" defines the measurement procedures that shall be used.
- F. The PCS shall not produce Electromagnetic Interference (EMI) that will cause mis-operation of instrumentation, communication, or similar electronic equipment within the Project or on Owner's system. The PCS shall be designed in accordance with the applicable IEEE standards to suppress EMI effects.
- G. The Project must meet the harmonic specifications of IEEE 519. Harmonic suppression may be included with the PCS or at the Project AC system level. However, the Contractor shall design the Project electrical system to preclude unacceptable harmonic levels in the Project auxiliary power system.
- H. The Project must meet the interconnection, monitoring, and control specifications of IEEE 1547, including all system protection, communication protocols, and testing procedures to ensure safe operation and communication of the BESS.

3.03 SAFETY

- A. Systems must be designed to be in compliance with applicable safety standards with regard to construction and potential exposure to chemicals and with regard to module or enclosure resistance to hazards such as ruptures and exposure to fire.
- B. Systems must be seismically qualified in accordance with IEEE 693, High Seismic qualification level.
- C. All necessary safety signs and warnings as described in ANSI Z535-2002 (entire series from Z535.1 through Z535.6) shall be included on each enclosure. All necessary signs and warnings for identification of hazardous materials as described in NFPA 704 shall be included on the building, shelter or each enclosure. All necessary signs and warnings as required by CFC 608, as applicable, shall be included.
- D. The Supplier shall provide fire protection system for the complete BESS system in accordance with NFPA 855 "Standard for the Installation of Stationary Energy Storage Systems" and the latest approved revision of the applicable local fire protection codes. All designs shall include a Hazard Mitigation Analysis (HMA). All HMA's shall consist of equipment-specific Failure Mode and Effects Analysis (FMEA) and site-specific Fire Risk Assessment (FRA). All designs shall have the approval of the AHJ. State and local laws, codes, and/or regulations specific to BESS shall apply.
- E. The Supplier shall comply with NFPA coordination, design, installation, commissioning, testing, training and startup requirements. This shall include all other requirements as outlined in this specification.

- F. The battery container design shall be in accordance with NFPA requirements for location, separation, materials of construction, ventilation, smoke or flammable conditions detection, fire suppression, communications/alarms, training, commissioning, permitting, and documentation.
- G. The Supplier shall perform an explosion study based on data from UL9540A testing to develop the Explosion Control mitigation design. The Supplier shall provide all design data used in the design.
- H. Supplier shall provide the potential combustion products and quantities for the batteries selected to be used with the BESS system.
- I. The Supplier shall provide any necessary lithium-ion battery fault detectors utilizing an off-gas sensing system to detect off-gassing at the cell level and shall be integrated into the Supplier's control system and/or site controller.
- J. The BESS design shall mitigate against electrolyte spills that are credible for the types of cells used. The design shall include features that contain electrolyte spills (to be emptied by contracted chemical disposal company in the event of a spill) and prevent discharge to surrounding site soils.

3.04 MONITORING AND COMMUNICATION

The BESS Energy Management System must be capable of monitoring the charge/discharge rate of the BESS onto the 12.47kV bus, as well as monitor the incoming feed from the PG&E distribution circuit, as shown in **Exhibit C**. The BESS shall include a monitoring and data acquisition system which can monitor the following:

- AC voltage and current per phase of the incoming PG&E feed in real time.
- Overall real power, power factor and frequency of the outgoing AC power in real time.
- Battery state of charge (BSOC) and System Status – charge, discharge or idle.
- Energy / time remaining at current and full rated charge and discharge rate.
- Logging of energy data on a minimum frequency of 15-minute intervals, with at least 30 days of local storage with the availability for data export for future system analysis and updating strategic BESS operation.
- Sufficient data to allow calculation of BESS AC round-trip efficiency.
- The BESS shall include a remote user interface to allow the Owner to access and monitor system data and performance. Seller shall supply network hardware as necessary to connect all modems, routers, hardware, and other equipment to connect and provide data to Owner's external network, see Section 2.02, G. for additional detail. Seller shall work with Owner to determine the number of internet connections needed and minimum bandwidth. Seller shall work with Owner to determine a list of acceptable internet providers.
 - Router shall support cyber security requirements including stateful firewall with centralized password management, multi-level passwords, and external user access logging for auditing purposes.

PART 4 SELLER PROVIDED SERVICES FOR ENGINEERING DESIGN AND CONSTRUCTION

4.01 SUPPORT SERVICES DURING ENGINEERING DESIGN AND CONSTRUCTION

The Seller shall provide technical support for the completion of the physical design and construction of the BESS.

- Review EMS operations and adjust to meet Owner needs.
- Providing clarification for any BESS manufacturing specification design requirements.
- Providing recommendations for BESS physical and electrical protection design, including space and layout considerations and control system integration.
- Validating wiring diagrams and other electrical drawings to ensure proper electrical connections are made between the BESS and the Owner's system.
- Verifying safety and regulatory compliance of the AC system design with applicable codes, standards, and agencies.
- Assessing any necessary telecommunication infrastructure requirements for the BESS and providing specific requirements.

4.02 INSPECTION, TESTING AND COMMISSIONING

Seller shall furnish all supervision, technical personnel, labor, normal and special test instruments, tools, equipment, spare parts and consumables and materials required to perform the electrical, instrumentation and mechanical checkout and testing of components and equipment to verify the initial operation of the systems and equipment in Seller's scope.

The Contractor shall, within 30 days prior to any on-site testing, submit a Master Test Plan and Procedures indicating the order in which the tests will be conducted, and the test method being used along with required instrumentation for Owner's approval.

Seller shall perform and successfully complete Commissioning Tests on systems and equipment in Seller's scope of supply to demonstrate the safety, operability and reliability of the systems and equipment within specified design limits according to the contract, engineering drawings, documents and specifications. All normal and necessary tests shall be conducted using written test procedures.

For each test scope, the Seller shall provide a manual describing the test to perform and criteria for success or failure. This shall require Owner review and approval. The Seller shall be required to provide a certificate for successful completion of each test scope.

Seller shall coordinate with Owner for all tests where the BESS is to be connected to Owner's power system. No such tests shall be performed unless permission by Owner has been granted. The tests must be performed in a fashion to minimize unanticipated disturbances on the power system. These tests may have to be performed during the night or low load periods for certain types of tests.

4.02.1 TESTS

Seller shall be responsible for preparing test plans and testing the equipment and systems within their scope. The tests shall include, but are not limited to:

- Functional Tests of all Controls, Protection Relays and Interlocks
- Functional tests of all Safety Devices and Alarms
- PCS Test
- Control Circuit Checkout

- Instrument and Loop Calibration
- Fire protection test
- Factory Inspection and Testing
- Acceptance and Performance Testing
- All manufacturer recommended equipment tests

Additional required procedures include, but are not limited to:

- Start-up Program Organizational Procedure
- Safety Tagging Procedure
- Confined Space Entry Procedure
- Noise compliance measurements compliant with the requirements of ANSI S 1.4-1983.

Certified reports of all tests shall be furnished to Owner's in digital and print formats for review. Owner's will inform the Seller within one (1) week after the receipt of the certified test reports either that there are no exceptions noted or that the test results show noncompliance with the applicable specifications. In addition to written test reports required for each piece of electrical equipment tested, the Seller shall also provide the electronic files produced by the test equipment.

4.02.2 FUNCTION AND PERFORMANCE VERIFICATION

After the BESS has been installed, Seller will perform comprehensive testing on the entire system to verify compliance with all requirements of this Procurement Package can be met by the BESS. Owner may, at Owner's discretion, witness these tests. Testing shall include, as a minimum, measurement of harmonic content and power factor at full and partial power levels for both charge and discharge.

Operation of all control, protective relaying, and instrumentation circuits shall be demonstrated by direct test if feasible or by simulating operating states for all parameters that cannot be directly tested. Automatic and local operation will be demonstrated.

Each discharge cycle, as determined by Seller, shall be followed by Seller specified normal charge cycle. Ramp up/down tests shall be performed to demonstrate the BESS meets the specifications for the different operating modes. These tests shall demonstrate that the BESS capabilities, efficiencies, response, and features are as proposed by Seller.

Owner will not accept the BESS until all acceptance tests have been successfully completed and all provisions of the contract have been met. Seller shall perform any required modifications and repairs identified by the testing, prior to acceptance by Owner.

4.02.3 STARTUP AND COMMISSIONING

Seller shall provide a commissioning and startup plan for the Project. Seller shall coordinate with Owner to develop an acceptable commissioning plan that includes a checkout and startup procedure.

Documented failure or malfunctions of any BESS component during the availability guarantee period shall be deemed as a failure of the system commissioning test. Seller shall, at no cost to Owner, make the necessary repairs, replacements, modification or adjustment to prevent the same failure or malfunction from occurring again. The replacement of certain BESS components in response to a system failure may necessitate, at the discretion of Owner, the duplication of certain performance verification tests which shall

be performed at Seller's expense.

4.03 ON-SITE TRAINING

A technician, qualified with a minimum of two-years of experience with BESS of similar size and application, shall be made available for training at a Port facility, allowing sufficient repetitive training opportunities to allow various shifts to complete the training. This training will occur in minimum 4-hour shifts and may occur on non-consecutive days.

Training shall be sufficient to provide operators and maintenance crews with the knowledge to train subsequent new operators. All training materials used shall become the property of the Port.

A complete set of operations and maintenance manuals shall be provided electronically a minimum of two (2) weeks in advance of scheduled training sessions. The training shall include intensive instruction in the following:

- **Introduction to BESS Technology:** An overview of battery energy storage systems, including the different components, their functions, and their role in peak shaving.
- **Safety Procedures:** Comprehensive safety guidelines and protocols for working with the BESS, including emergency shutdown procedures, handling hazardous materials, and appropriate personal protective equipment (PPE) usage.
- **Battery Handling and Maintenance:** Proper procedures for handling batteries, including transportation, storage, and maintenance best practices to ensure longevity and safety.
- **Monitoring and Control Systems:** Training on the software and hardware used to monitor and control the BESS, including data logging, communication interfaces, and remote monitoring capabilities if applicable.
- **State of Charge (SOC) and State of Health (SOH) Management:** Understanding how to monitor and manage the SOC and SOH of the batteries to optimize performance and prolong battery life.
- **Charging and Discharging Strategies:** Strategies for charging the BESS from the grid and discharging it during peak shaving and other applications.
- **Grid Interconnection and Compliance:** Understanding the requirements and regulations for grid interconnection, including compliance with relevant standards and utility interconnection agreements.
- **Troubleshooting and Diagnostics:** Training on identifying and resolving common issues that may arise with the BESS, as well as interpreting diagnostic data from the monitoring system.
- **Maintenance Schedule and Procedures:** Establishing a maintenance schedule, including routine inspections, cleaning, and preventive maintenance tasks, to ensure optimal performance.
- **Emergency Response Planning:** Preparing staff for potential emergency scenarios, such as fires, battery malfunctions, or grid outages, and how to respond safely and effectively.
- **Environmental Considerations:** Understanding the environmental impact of the BESS and waste disposal procedures for batteries and other hazardous components.
- **Documentation and Reporting:** Training on maintaining accurate records, documentation, and reporting related to the BESS's performance and maintenance activities.

- Hands-On Training and Simulations: Practical, hands-on training with the BESS and simulated scenarios to reinforce the theoretical knowledge learned during the training.
- Certification and Qualifications: Training to obtain necessary certifications and qualifications required for operating and maintaining the BESS safely and in compliance with local regulations.

END OF SECTION



RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

INTERVAL DATA

File Name: Exhibit B – SS-1 2023 Interval Data

Click link below to view and download file:

<https://lf.portoakland.com/link/OkzpiM4aLaipXr4oqqXPdv>

LiquidFiles FileLink Expiration Date: 06/30/2024

File Name: Exhibit B – SS-1A 2023 Interval Data

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<https://lf.portoakland.com/link/CfJCKVM4yoTn42VpluQHIC>

LiquidFiles FileLink Expiration Date: 06/30/2024



RFP No.: 23-24/27, Battery Energy Storage System ("BESS")

MASTER SINGLE LINE DIAGRAM

File Name: Exhibit C – SS-1A Master Single Line Diagram

Click link below to view and download file:

<https://lf.portoakland.com/link/X7svRI7FL03b8I4OGCzeg5>

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