REQUEST FOR PROPOSAL

FOR

SECURITY CHECKPOINT CUSTOMER EXPERIENCE ENHANCEMENT PROGRAM

February 24, 2016

PORT OF OAKLAND

530 WATER STREET
OAKLAND, CA 94607

PORT OF OAKLAND

REQUEST FOR PROPOSAL

The Port of Oakland (the "Port"), Oakland, California, is hereby soliciting competitive proposals for the above mentioned concession opportunity. The successful Respondent will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to construct, maintain, and operate this concession opportunity.

Proposal Information

Proposal Title	**Security Checkpoint Customer Experience Enhancement Program at Oakland International Airport**
Proposal Type	**Airport Concession**
Proposal Issued	**February 24, 2016**
Issuing Department	**Airport Properties Department; Aviation Division**
Mandatory Pre-Proposal Meeting	**March 2, 2016 at 2:00 p.m. Oakland International Airport Sheppard Glenn Conference Room D 1 Airport Drive, Oakland, CA 94621**
Scheduled Publication Date	**February 24, 2016**
Proposal Due Date	**March 28, 2016 until 2:00 p.m.**

Instructions for Submitting Proposals

Submittal Address	Port of Oakland Airport Properties Attn: Janet Deutsch 9532 Earhart Road, Suite 201 Oakland, CA 94621
Submittal Copies	One (1) Original copy clearly marked "Original", four (4) Copies marked "Copy", and one electronic flash memory device connectable to a computer by USB port.
Submittal Package and/or Envelope Requirements	The Proposal package must be sealed and have the following information clearly marked and visible on the outside of the envelope and/or box: • Proposal Title • Name of Your Company • Address • Phone Number
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the Respondent.

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Available	Location
Yes	Port of Oakland--Airport Properties Department 9532 Earhart Road, Suite 201 Oakland, CA 94621 Monday through Friday 9:00 AM to 4:00 PM
Yes	http://www.portofoakland.com/opportunities/bidsrfpsrfqs.aspx Or navigate to the Port of Oakland's main website at: http://www.portofoakland.com/, then click on "Business" then on "Opportunities" and then on "Bids/RFPs/RFQs" 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 fax or email as follows:

Primary Contact	Janet Deutsch Fax: (510) 636-1216 Email: jdeutsch@portoakland.com
Question/RFI Due Date	**March 8, 2016 until 3:00 p.m.** Please submit questions as soon as possible. No questions regarding any sections and/or attachments to this RFP 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	**March 16, 2016** All pertinent questions will be responded to **via addendum** emailed to all prospective Respondents who attended the Mandatory Pre-Proposal Meeting and also placed on the Port's website. Respondents 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 (the "Board") at a public Board meeting (or in cases where a recommendation for award does not require a public Board meeting, when Respondents are notified by Port staff of the recommendation for award), each Respondent and its representatives, agents, and affiliates, shall not contact members of the Evaluation Committee, Port staff or the Board 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 Respondent, its representatives, agents, and affiliates may result in the Respondents' 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 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.

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.



Brandon J. Mark, IAP
Manager – Airport Properties
Oakland International Airport
Port of Oakland

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Exhibit "A" – Illustration of Premises

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	[Reserved]	No
5	Port of Oakland Airport Concession Disadvantaged Business Enterprise (ACDBE) Program A. Quarterly Reporting for Participation of Airport Concession Disadvantaged Business Enterprise B. Quarterly Report Certificate Letter	No (Note: Quarterly and final reports are required after contract award.)
6	Disadvantaged Business Enterprise 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 after contract award.)
8	Statement of Living Wage Requirements	Yes
9	Insurance Requirements (Incorporated into *Space/Use Permit*)	No

Title		Must Be Returned with Proposal
10	Insurance Acknowledgement Statement	Yes
11	Proposal Deposit	Yes
12	Standard *Space/Use Permit*	No (Note: The successful Respondent will execute the *Space/Use Permit* if awarded the contract.)

I. Project Overview

The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") is soliciting proposals for a **Security Checkpoint Customer Experience Enhancement Program**. This request for proposals ("RFP") will result in the award of a concession privilege for the provision of services and amenities to enhance the experience of passengers as they transit through the security checkpoint areas (the "concession opportunity") at the Oakland International Airport ("OAK" or the "Airport") in accordance with the terms and conditions of the *Space/Use Permit* attached to this RFP. The Port's objectives in establishing this program include:

- Ensuring a positive traveler experience during "moments that matter", including pre-security, checkpoint approach, productive queue, screening process and composure zone;
- Delivering security as a service while establishing a cohesive sense of place;
- Developing security checkpoint design to drive benefits that enhance the security process and improve the traveling experience while generating incremental non-aeronautical revenue;
- Providing custom solutions to inform, instruct and entertain travelers throughout the screening process; and
- Reducing perceived wait times to lower anxiety levels and create a calmer environment.

In evaluating Proposals, the Port will consider Respondent's commitment to the U.S. Department of Transportation's Airport Concession Disadvantaged Business Enterprise (ACDBE) Rules, the Port's related ACDBE Program, and the Port's Labor Peace Agreement Policy for Airport Concession Tenants Agreements (Resolution No. 14-18).

About the Port of Oakland

The Port of Oakland was established in 1927 and oversees the Oakland seaport, Oakland International Airport, Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is the third busiest container port in California and one of the top ten 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 holdings include 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 supports nearly 70,000 jobs in the region and over 800,000 jobs across the United States. The Port is an independent department of the City of Oakland. Current information about the Airports passenger traffic can be found at:
http://oaklandairport.com/airport_stats.shtml

II. Scope of Services

A. Proposed Concept and Design

All Respondents must submit a description of its proposed Security Checkpoint Passenger Experience Enhancement Program including specific objectives and how the proposer intends to implement and deliver the services and amenities to accomplish said objectives.

B. Premises

The Premises are defined as the general areas that contain the security screening checkpoints in both Terminal 1 and Terminal 2. The Terminal 1 security checkpoint area contains food, beverage and retail concessions as well as ticket counters and other passenger amenities. The Terminal 2 security checkpoint area contains only security checkpoint equipment. The successful proposer is expected to work cooperatively with the other users of the Terminal 1 security checkpoint area in the implementation of its program.

C. Projected Time Line and Length of Contract

The *Space/Use Permit* shall be effective upon approval by the Board, which is anticipated to occur on or before June 30, 2016. The term of the *Space/Use Permit* shall expire approximately five (5) years from the date of full execution of the *Space/Use Permit*.

D. Proposed Financial Offer Inclusive of Investments

Explain how the proposed Security Checkpoint Customer Experience Enhancement Program will enhance the Airport's overall appeal to the traveling public, and optimize use of OAK as the airport of choice in the Bay Area including:

i. Proposed capital investment for improving the Premises;
ii. Proposed financial offer which can consist of minimum annual guaranteed (MAG) rental; a percentage of gross receipts or some combination of both;
iii. Port will consider Respondent's financial (including capital) investment, as well as potential revenue.

E. Qualifications and Experience

Proposals will be accepted from Companies that have at least two (2) years of experience within the last five (5) years providing amenities and/or services to the traveling public within the security checkpoint area in an international airport. Clearly identify the Company's qualifications and describe any concession experience in airports. Include:

i. A list of comparable customer service operations within the security checkpoint and the airports where located;
ii. Examples of relevant experience and interaction with personnel from the Transportation Security Administration in carrying out the customer service initiatives;
iii. An organization/functional chart;
iv. Management duties and responsibilities, by individual person; and
v. Local management/service team, including experience and qualifications.

F. Management and Operations Plan

Each Respondent must submit information with regard to how the operation will be managed in a way that maximizes service to the international traveling public and visitors to the Airport. Proposals shall include:

i. Description of program elements, including any sponsorship and/or third party partnerships;
ii. Description of the approach to quality control, corporate monitoring, and supervision in order to maintain high levels of service and customer satisfaction;
iii. Proposed schedule for regular cleaning, maintenance, refurbishing, and visual and functional inspections of the Premises;

III. Port Policy Requirements

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

1. Airport Concession Disadvantaged Business Enterprise (ACDBE) Program:

The Services described in this RFP are subject to the requirements of the U.S. Department of Transportation's regulation 49 Code of Federal Regulations (CFR) Part 23 (the "ACDBE" Rules). The successful Respondent shall comply with all of the nondiscrimination requirements contained in the *Space/Use Permit*, and with the ACDBE Rules, and shall not discriminate against any business owner because of the owners' race, color, sex, or national origin in the award or performance of the *Space/Use Permit*.

The Port is currently administering a race neutral Airport Concession Disadvantaged Business Enterprise (ACDBE) program and as such is not establishing a contract-specific goal for the Services. The overall goal is 20.26% for federal fiscal years 2015-2017, and the Port expects

to meet its ACDBE participation goals entirely through race-neutral means. The Port encourages all Respondents to take active race/gender neutral steps to include ACDBE's, including but not limited to local ACDBE's, in this concession opportunity. Race/gender neutral steps include: unbundling large contracts, subcontract work the Respondent may self-perform, providing capital and bonding assistance, business development programs and providing technical assistance. To facilitate the Port's compliance, each Respondent must in its Proposal identify those subcontractors or suppliers that are certified disadvantaged business enterprises under the ACDBE Rules, the percentage of each ACDBE's participation and each ACDBE's certification number.

The Port is required to report ACDBE accomplishments to the FAA annually (see Appendix A to 49 CFR Part 23 - Uniform Report of ACDBE Participation).

The successful Respondent will be required to submit quarterly ACDBE attainment reports and letter (herein attached as **Attachments 5-A and 5-B**). The successful Respondent shall carry out applicable requirements of the ACDBE Rules. Failure by the successful Respondent to carry out these requirements will be a material breach of the *Space/Use Permit*, which may result in the termination of the *Space/Use Permit* or such other remedy as the Port deems appropriate.

The successful Respondent shall cooperate with the Port in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of the *Space/Use Permit* and shall use its best efforts to ensure that barriers to participation of ACDBEs do not exist. In order for the participation to count toward ACDBE attainment, Respondents and/or its subcontractors must be certified as of the date of Proposal opening by an authorized agency of the California Unified Certification Program or http://www.dot.ca.gov/hq/bep/business_forms.htm

2. Insurance Requirements:

All Respondents who plan on submitting a Proposal in response to this RFP must meet the Port's Insurance requirements incorporated into the *Space/Use Permit* (**Attachment 12)**, and must provide proof of insurance at the time of award of this concession opportunity. 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 award of this concession opportunity.

3. 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, 2015 is at least $12.53 with credit given to the employer for the provision to covered employees of health benefits, and $14.40 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 Connie Ng-Wong in the Port of Oakland's Social Responsibility Division at (510) 627-1390.

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.

4. 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, 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.

5. Maritime and Aviation Project Labor Agreement (MAPLA):

The Port has entered into a Maritime and Aviation Project Labor Agreement (MAPLA) with the Building and Construction Trades Council of Alameda County, AFL-CIO that covers all capital construction in the Maritime and Aviation areas, whether funded by the Port or by tenants. Please refer to the Port's website at http://www.portofoakland.com/responsibility/ to view the currently effective MAPLA that will apply to the tenant improvement construction aspects of this concession opportunity. Respondent should be willing, ready, and able to fully comply with the MAPLA that may apply to this concession opportunity.

6. Port's Standard *Space/Use Permit*:

Submission of a Proposal will confirm that the Respondent fully understands the provisions of the Port's *Space/Use Permit* and will execute such *Space/Use* if awarded the concession opportunity. Any objections to any provisions in the *Space/Use Permit* must clearly be identified in your Proposal. Changes are discouraged.

IV. Submission Requirements

The Port has scheduled a Mandatory Pre-Proposal Meeting on the date indicated in the table labeled "Proposal Information" (on the first page of the invitation for this RFP), to review the submission requirements.

Please respond to the following eight (8) submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirements of the RFP. The Port will use your responses to objectively determine your capabilities and experience. Please label your responses 1 through 8, in the order presented below. Please limit your Proposal to a reasonable number of pages (excludes the required attachment forms provided with this RFP). Your Proposal must be accompanied by the Proposal Deposit specified in Attachment 11.

Submittal Format:

There is no minimum or maximum number of pages for your Proposal, although it should be contained in a reasonable number of pages to fully respond to this RFP and printed on 8½" x 11" paper with no smaller than 10 point font. Each section shall be labeled according to the sections below. All Proposals must be bound.

1. **Company Information:** Provide the name of your Company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and names and titles of key management personnel, and a brief history of your Company. Provide a brief statement of who is authorized to submit the Proposal on behalf of your Company. Please make sure that person signs and dates the statement. If your Company is making any exceptions to the Port's standard *Space/Use Permit* (Attachment 12 of this RFP), such exceptions must be clearly set forth in your Proposal and noted in this section. Exceptions to the *Space/Use Permit* are discouraged and may result in lower evaluation points during the Port's evaluation of your Proposal.

   Respondent must provide two (2) years of audited financial statements for your Company (and if applicable, for any parent company).

2. **Knowledge and Experience:** Provide relevant information about your Company's knowledge and experience, including a list of at least two (2) or more projects (in similar size and scope to this RFP), with brief descriptions that demonstrate your Company's experience. Also, provide the names of key personnel who will be assigned to do the work under this concession opportunity and provide their relevant experience.

3. **Client References**: Provide names, addresses and contact information for at least two (2) current clients. Provide the size and scope of each project and a brief description of the projects applicable to each client. Please make sure all contact information is current. By providing such information, you authorize the Port to contact such clients.

4. **Plan and Approach**: Provide an overview describing the general approach, scope of services, and methodology of your Company's ability to fulfill the general functions required in this RFP. Please use this section to describe the services and amenities you propose to provide to OAK's passengers. Your services can be above and beyond the requirements listed in the "Scope of Service" section.

5. **Proposed Financial Offer:** Provide the proposed capital investment, and financial (rent) offer. It is important that you provide your capital investment and rental schedule so that the Port can evaluate your Proposal.

6. **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 reason for the debarment. Provide the name and contact information for the agency that debarred your Company. The Port must review the reason and

duration for the debarment before it can determine if your Company can be considered for this concession opportunity.

7. **Litigation Information:** Provide information describing any litigation, arbitration, investigations, or any other similar actions that your Company, the principals, the directors, and employees have been involved in during the last five (5) years relating to your Company's services. Please list (a) name and court case identification number of each case, (b) jurisdiction in which it was filed, and (c) outcome of litigation (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 concession opportunity. Failure to provide the litigation information may disqualify your Proposal.

8. **Required Forms and Adherence to Port Policy Requirements:** The Respondent must fill out all 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 Requirements (listed in section III "Port Policy Requirements" of this RFP). Failure of the Respondent to provide any of the forms listed in this RFP 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 Proposal.

V. Evaluation Criteria

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

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

A. Evaluation Weights

Item	Criteria	Weights
1	Adherence to Port Policy Requirements and Debarment Statement Proposals from Respondents who have not or will not adhere to the Port Policy 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 6 and 8 of the Submission Requirements section.)	Pass/Fail
2	Proposed Concepts and Design Respondent's creativity in maximizing OAK's passenger experience while transiting through the security checkpoint area (Item A in Section II Scope of Services, and Item 4 in Section IV Submission Requirements section.)	50%
3	Proposed Financial Offer Inclusive of Investments Respondent's (i) financial and partnership resources to provide security checkpoint customer experience enhancement services; (ii) proposed financial offer; and (iii) proposed capital investment for improving the Premises (Item D in Section II Scope of Services, and Item 5 of the Submission Requirements section.)	10%
4	Company Information, Client References, Litigation Information, and Required Forms Respondent's capacity to provide professional service as evidenced by past performance, company information, reference checks, litigation information, and required forms. (Item E in Section II Scope of Services, Items 1, 3, 7, and 8 of Submission Requirements section.)	15%
5	Management and Operations Plan Respondent's ability to provide and maintain security checkpoint customer experience enhancements including the plan for keeping all equipment in good working order and flexibility to quickly adapt to changing conditions as needed. (Item F in Section II Scope of Services, and Item 2 and 4 in Section IV Submission Requirements)	25%
	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 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 Proposals. If interviews are to take place, the Port will notify the top scoring Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

VI. Additional Provisions

The terms "Company", "Consultant", "Contractor", "Respondent", "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 proprietary, submission of an RFP constitutes the Respondent's express (i) 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 (ii) 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. Public Records Act

Per the Public Records Act (Gov. Code § 6250 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 RFP process. However, such disclosure shall not be made prior to the date on which the Port publishes a final Board agenda report recommending award of the concession opportunity. Any trade secrets or proprietary financial information, which a Respondent believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

Notwithstanding Respondent's identification of information it believes should be exempted from disclosure, the Port reserves the right to independently determine whether any document is subject to public disclosure and to make such information available to the extent required by applicable law, without any restriction.

D. Indemnification

If Respondent is awarded this concession opportunity, it will be required to agree to the indemnification clause contained in the *Space/Use Permit* (Attachment 12).

E. Reimbursable Expenses

All expenses incidental to responding to this RFP shall be borne by the Respondent; the Port will not reimburse any Respondent for any costs or expenses related to Respondent's deliverables and presentation materials; including, but not limited to, reproduction of documents and other materials; transportation and subsistence; telephone, computer, facsimile, or other similar costs.

F. Port's Right to Modify

Respondents are advised that the Port has not incurred any obligations or duties in soliciting this RFP. 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 concession opportunity in part or in total to the Respondent(s) of its choice, and to decide to undertake the concession opportunity or to terminate the concession opportunity at any time prior to award of the concession opportunity and approval of *Space/Use Permit*.

G. Conflicts of Interest

By submitting a proposal, the Respondent represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, 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 Port, or other officer, agent or employee of 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 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.

H. Cost of Preparing a Response

All costs for developing a Proposal to this RFP and attending any Mandatory Pre-Proposal Meetings or selection meetings are entirely the responsibility of the Respondent and shall not be chargeable to the Port.

I. Law Compliance

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 *Space/Use Permit*.

J. Respondent's Relationship

The Respondent's relationship to the Port shall be that of independent contractor and not deemed to be agent of the Port.

K. 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 Respondent waives the right to bring legal proceedings challenging the Board's choice of the award.

L. False Statements

False statements in a Proposal will disqualify the Proposal.

M. Taxes

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

N. Grade of Service

The Respondent must provide professional services and facilities, and maintain appropriate personnel to provide expedient and courteous service, and the highest standard of similar security checkpoint customer experience enhancement services.

O. 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.

P. Amendments

The Port may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of Proposals. 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 *Space/Use Permit*. All questions or requests for clarification concerning material terms of this RFP or the *Space/Use Permit* should be submitted in writing for consideration as an amendment.

Q. Withdrawal or Modification of Offers

The Respondent may modify a Proposal in writing at any time before the deadline for submission of a Proposal. The Respondent may withdraw a Proposal at any time after the Proposal Due Date, subject to forfeiture of the Proposal Deposit.

R. Acceptance

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

S. 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 RFP, 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 Proposal made.

T. Award Consideration and Term of Concession Opportunity

The Port shall not be bound to accept the highest financial Proposal and will award the concession opportunity (if any) to the Company selected through the competitive process (and any subsequent interviews) outlined in this RFP.

The Port will award a concession opportunity with a term of approximately five (5) years from the date of full execution of the *Space/Use Permit*.

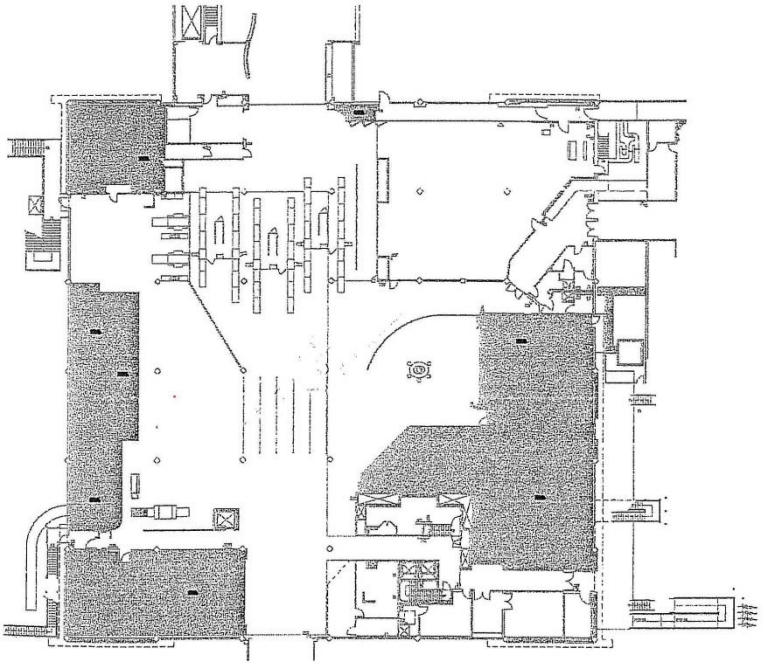
U. Protest Procedures

Any Respondent that has timely submitted a responsive Proposal may file a protest of award in accordance with the provisions set forth below:

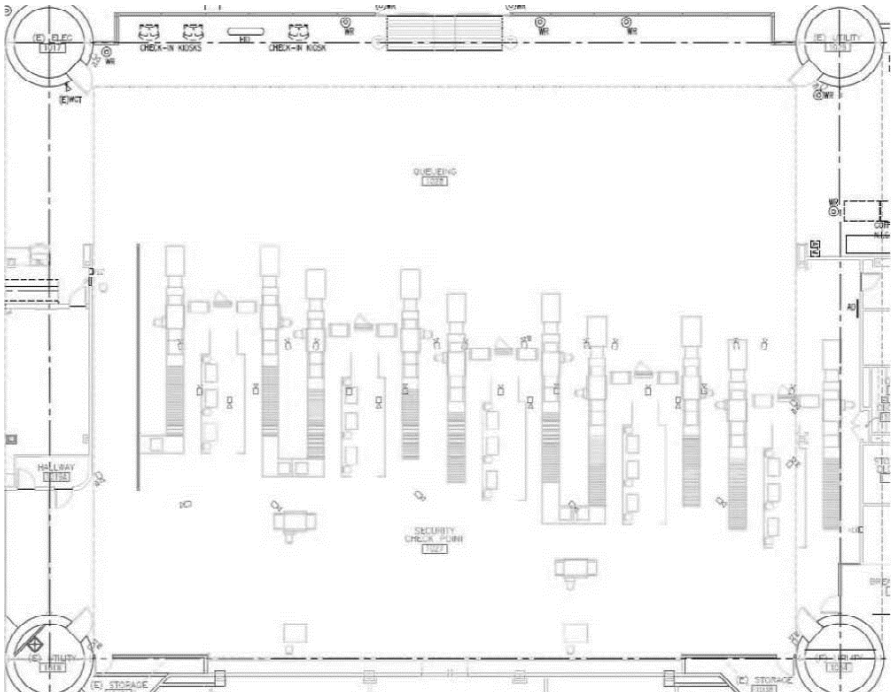
1. Any protest must be submitted in writing to John Betterton, Secretary of the Board, by 5:00 p.m. of the fifth (5th) business day following publication of the identity of the apparent successful Respondent (or of notice of intended award, if such notice is issued).
2. The protest must include the name, 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 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 creditable evidence.

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

RFP: Security Checkpoint Customer Experience Enhancement Program



Terminal 1



Terminal 2

PORT OF OAKLAND

Non Collusion Declaration

RFP: Security Checkpoint Customer Service Experience Enhancement Program

(To Be Executed By Respondent 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 Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, or that anyone shall refrain from proposing; that the Respondent 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 of that of any other Respondent, 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 Respondent 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 Respondent 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 _____, 201__, at

_____, California

_____

Signature

Authority: Public Contract Code 7106

CCP 2015.5

PORT OF OAKLAND

Statement of Equal Employment Opportunity

RFP: Security Checkpoint Customer Service Experience Enhancement Program

I hereby certify that I_____(Legal Name of Respondent/Supplier/Consultant/Contractor), will not discriminate against any employee or applicant for employment because of 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.

BY: _____
Date

_____
Print Name

PORT OF OAKLAND

RFP Acknowledgement and Signature Form

RFP: Security Checkpoint Customer Service Experience Enhancement Program

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, and the RFP, 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 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. I represent that I am familiar with Sections 1090 and 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 and Title: _____

Company Name:_____

Address: _____

Telephone: _____ Fax:_____

Email: _____ Cell Number:_____

Contractor License # (if applicable): _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

Decline RFP:

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our Supplier list.

Reason: _____

_____

_____

Company:_____ Address: _____

Name: _____ Signature_____ Date:_____

PORT OF OAKLAND

Quarterly Reporting for Participation of Airport Concession Disadvantaged Business Enterprises (ACDBE)

Prime Concessionaire Submitting Report: _____ **For Quarter Ending:** _____

Name and Address of Prime Concessionaire and Airport Concession Disadvantaged Business Enterprise (ACDBE)	Telephone and Fax Numbers Email Address	ACDBE * Certification Number	Description of Prime and ACDBE Services	Dollar Amount of Sales, Purchase or Lease of Goods and Services	Lease Amount Or Minimum Annual Guarantee	Total Lease Amount

*The certified firm is issued a certificate by the California Unified Certification Program (CUCP). ACDBE status may be obtained by accessing the CUCP website: http://www.dot.ca.gov/hq/bep/index.htm or by calling (916) 324-1700 or (866) 810-6346. If the firm was certified as an ACDBE at the time it started work on this lease, but was decertified before completing its portion of the work, enter the dollar amount of ALL services performed by the firm, INCLUDING SERVICES PERFORMED AFTER THE CERTIFICATION DATE. This report must be submitted with the Form of Quarterly Report Certificate. For questions regarding this form, contact Lila Zinn at (510) 627-1485.

PORT OF OAKLAND

Quarterly Report Certificate Letter

(Below is a sample Quarterly Report Certificate Letter that must be filed with the quarterly Airport Concession Disadvantaged Business Enterprise Report)

(Print on Company Letterhead)

(Date)

Director of Aviation
Port of Oakland
530 Water Street
Oakland, CA 94607

Dear Director:

I, _____, do hereby certify as follows:

1. I am the **[insert a title - *Chief Financial Officer*]** of _____, the Permittee/Lessee under a Permit/Lease with the Port of Oakland for (*fill in type of service*) with dated _____, 20xx (the "Permit/Lease").

2. The attached Quarterly Report of the Permittee/Lessee for the quarter ending _____, 20_, was prepared in accordance with all of the applicable requirements of the Permit/Lease, and all of the information contained in this Quarterly Report is true and correct.

Sincerely,

_____
Signature

_____
Name

_____
Title

PORT OF OAKLAND

Disadvantaged Business Enterprise Program Affidavit

RFP: Security Checkpoint Customer Service Experience Enhancement Program

I hereby certify that I_____(Legal Name of Respondent/Supplier/Consultant/Contractor), shall carry out applicable requirements of 49 Code of Federal Regulations (CFR) Part 23 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 Disadvantaged Businesses do not exist.

Upon execution of an Agreement, the selected consultant will be required to complete quarterly DBE 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.

BY: _____
Date

_____
Print Name

_____
Title

PORT OF OAKLAND

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, 2015, $14.40 without health benefits or $12.53 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 $1.87 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) **Maintain a list of the name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off - and submit this list to the Port's Social Responsibility Division, Attention: Connie Ng-Wong, Living Wage Compliance Officer, 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.

PORT OF OAKLAND

Employer Self-Evaluation for Port of Oakland Living Wage

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:
Connie Ng-Wong

Port of Oakland
Social Responsibility Division
530 Water Street
Oakland, CA 94607
Phone: (510) 627-1390 Fax: (510) 451-1656
Email: cng-wong@portoakland.com

PORT OF OAKLAND

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 Space/Use Permit 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 herby 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 $12.53 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: Connie Ng-Wong, Port of Oakland, Social Responsibility Division, 530 Water Street, Oakland, CA 94607. Email: cng-wong@portoakland.com

RFP: Security Checkpoint Customer Service Experience Enhancement Program

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 requirement. Upon execution of an Agreement, the selected consultant will be required to complete the attached 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

All of the Port's Insurance requirements are incorporated into the Space/Use Permit attached to this Request for Proposal **(Attachment 12)**.

PORT OF OAKLAND

Insurance Acknowledgement Statement

RFP: Security Checkpoint Customer Service Experience Enhancement Program

I hereby certify that _____ (Legal Name of Respondent) agrees to meet all of the Port's Insurance requirements included in the *Space/Use Permit* 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.

BY: _____
Date

_____
Print Name

_____
Title

Deposit Required

Each Proposal must be accompanied by a Proposal Deposit in the form of a check in the amount of $2,500, made payable to the Port of Oakland.

NOTE: In the event the Port cancels the RFP process or the award of the *Space/Use Permit* prior to its execution, all Respondents' Proposal Deposits will be returned within thirty (30) days.

Successful Respondent's Proposal Deposit

The Port will return or refund the successful Respondent's Proposal Deposit within thirty (30) days after both the Port and the successful Respondent have executed the *Space/Use Permit* so long as the successful Respondent executes and returns the *Space/Use Permit* by the date required by the Port.

If the successful Respondent...	Then the Proposal Deposit will be...
Executes and returns the *Space/Use Permit* by the date required by the Port	Refunded to the successful Respondent
Fails to execute and return the *Space/Use Permit* by the date required by the Port	Forfeited to and retained by the Port as liquidated damages

NOTE: Claims by Respondent of error or mistake shall not be a basis for recovery of the Proposal Deposit.

Unsuccessful Respondent's Proposal Deposit

Proposal Deposits from the unsuccessful Respondent(s) will be returned or refunded within thirty (30) days of execution of the *Space/Use Permit* with the successful Respondent.

In no event, however, shall the unsuccessful Respondent's Proposal Deposit be held by the Port beyond a period of one-hundred-twenty (120) days after the Proposal Due Date.

ATTACHMENT 12

SPACE/USE PERMIT

Between

PORT OF OAKLAND

And

_____

(Contract No. «Resolution»)

Dated

«EffectiveDate»