

REQUEST FOR PROPOSAL

for

**AIRPORT SHUTTLE BUS, GROUND
TRANSPORTATION &
CURBSIDE MANAGEMENT SERVICES**

17-18/03



PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 17-18/03

Airport Shuttle Bus, Ground Transportation & Curbside Management Services

The Port of Oakland (the "Port"), Oakland, California, through the 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	Airport Shuttle Bus, Ground Transportation & Curbside Management Services
Proposal Type	Professional Management Services
Proposal Number	17-18/03
Proposal Issued	July 28, 2017
Department Requesting Services	Airport Business Office
Mandatory Pre-proposal Meeting	August 14, 2017 at 9:00 a.m. Port of Oakland, Shepard-Glenn Building, Room A, 1 Airport Drive, Oakland, CA 94621
Scheduled Publication Date	August 4, 2017
Proposal Due Date	September 14, 2017 until 11:00 a.m.

Instructions for Submitting Proposals

Submittal Address	Port of Oakland Purchasing Department Attn: Nickulaus Sioson 530 Water Street Oakland, CA 94607
Submittal Copies	One (1) Original copy clearly marked "Original" and four (4) Copies marked "Copy".
Submittal Envelope Requirements	<i>Proposal must be sealed and have the following information clearly marked and visible on the outside of the envelope:</i> <ul style="list-style-type: none">• Proposal Number• 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:

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 fax or email as follows:

Primary Contact	Nickulaus Sioson Fax: (510) 893-2812 Email: nsioson@portoakland.com
Question/RFI Due Date	August 18, 2017 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	August 30, 2017 All pertinent questions will be responded to via addendum faxed (or 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 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, or national origin 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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List of 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 Airport Concession Disadvantaged Business Enterprise (ACDBE) Program A. <i>Quarterly Reporting for Participation of Airport Concession Disadvantaged Business Enterprise</i> B. <i>Quarterly Report Certification Letter</i>	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	Proposal Surety Acknowledgement Statement A. Letter of Credit B. Surety Bond Accompanying Proposal	Yes (Make sure to also enclose a certified or cashier's check, or Attachments 9-A or 9-B.)
10	Insurance Acknowledgement Statement	Yes
11	Oakland International Airport Operating Agreement for: Airport Shuttle Bus, Ground Transportation & Curbside Management Services	No (Note: If awarded the contract, the successful Respondent will execute a revised version of this Operating Agreement, which will incorporate Respondent's Proposal.)
12	Adopted FY 2017 Operating Budgets	No
13	Current Shuttle Bus, and Ground Transportation & Curbside management Staffing Levels	No
14	Aerial View of Shuttle Service Route Description	No
15	Current Shuttle Bus Fleet Descriptions	No
16	Aerial View of Curbside and Hold Lot	No

I. Project Overview

The Port of Oakland ("Port"), owner of Oakland International Airport ("the Airport" or "OAK") is soliciting competitive proposals to select a contractor to provide the Airport Shuttle Bus, Ground Transportation & Curbside Management Services, under one agreement with the Port ("the Services"). Current Services are summarized in **Part II** and defined in **Exhibits A-I and A-II** of the Operating Agreement attached as **Attachment 11** to this RFP (the "Agreement").

Concurrently, the Port is also soliciting proposals for Airport Public Parking Management Services (RFP No. 17-18/02). Proposers wishing to pursue both of these RFP opportunities should prepare separate proposals for each opportunity, along with separate cost proposals. However each cost proposal contains a section stating the management fee for each contract separately, and what the management fee would be if the proposer is selected for both contracts. That is, one cost proposals should be the stand-alone price for the service and the second cost proposal shall be the proposed cost if awarded both services. This is further described in Attachment 4 to this RFP.

The Port's goals in offering this contract opportunity are to:

1. Execute an agreement with the most competitive, experienced and capable contractor to manage and provide Airport Shuttle Bus Services, Ground Transportation, & Curbside Management Services;
2. Achieve the best possible level of contractor and customer service within this important service area; and
3. Achieve and optimize cost savings and efficiencies in the provision of these services.

Please review the Minimum Qualification cited in **Part II, Section L**. Interest respondents that do not meet these qualifications should not submit a proposal.

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 seventh busiest container port 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 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.

II. Scope of Services and Project Background

This Scope of Services provides general parameters and is not intended to be a complete list of all the terms, conditions, obligations and requirements of the Services to be rendered. The successful Proposer ("Contractor") will perform the Shuttle Operations and Ground Transportation and Curbside Management responsibilities ("Services") in accordance with the requirements of the Agreement shown in **Attachment 11**. Key contractor responsibilities and obligations during the term of this contract shall include:

A. Shuttle Bus Fleet Operations and Management Services

The successful Proposer ("the Contractor") will perform the Services in accordance with the terms, conditions, and requirements of the Agreement accompanying this RFP as **Attachment 11**. During the Operating Term, key Contractor responsibilities and obligations shall include shuttle bus services between the airport terminals, the airport parking lots, and BART Station as follows:

1. Provide shuttle bus services between the airline terminals, Economy Parking Lot, and two employee/permit parking lots:
 - a) The **Economy Parking Lot** contains 1,933 parking stalls and is located off of John Glenn Drive. Round trip distance for this route is approximately 2 miles.
 - b) The **Neil Armstrong Permit Parking Lot** ("NAL") contains 646 parking stalls and is located off of Neil Armstrong Way. This route operates along Edward White Way between the NAL and OAK's Terminal 2. Round trip distance for this route is 0.9 miles.
 - c) The **Oakland Maintenance Center Permit Parking Lot** ("OMC") currently contains 828 parking stalls and is located off of John Glenn Drive. This route operates between the OMC and Terminals 1 and 2. Round trip distance for this route is approximately 1.8 miles. Alternatively, the Airport may relocate this permit parking area to the former Economy Parking Lot located across Ron Cowan Parkway (east of) the OMC Parking Lot. If relocated, round trip distance for this route will be approximately 1.9 miles.
2. Provide on-call bus bridge services ("BART-OAK") over a specified route and service frequency determined by the Airport, between the airline terminals and the Coliseum/Airport Bay Area Rapid Transit District ("BART") Station. The round trip distance of this route is approximately 8 miles.

Table 1 provides current route descriptions and vehicles used. Aerial route maps are shown in **Attachment 14**.

Table 1 - Route Descriptions

ROUTE	VEHICLE USED	ROUND TRIP DISTANCE	HEADWAYS	DAILY HOURS OF OPERATION	AVERAGE TRIPS/MONTH
Neil Armstrong Lot (NAL)	25' Ford-Aerotech Cut-Away	1.0 miles	10 minutes	22 hours	4,380
Oakland Maintenance Center (OMC)	25' Ford-Aerotech Cut-Away/ 40' El Dorado Axess	1.8 miles	15 minutes	24 hours	3,048
OMC Alternative Route	40' El Dorado Axess	1.9 miles	20-22 minutes	24 hours	2,190
Economy Parking Lot	25' Ford-Aerotech Cut-Away/ 40' El Dorado Axess	2.0 miles	10 minutes	21 hours	4,596
BART-OAK	40' El Dorado Axess	8 miles	12-15 minutes	On Demand	On Demand

B. Ground Transportation & Curbside Management Services

The selected Contractor will also coordinate and manage taxicab, door-to-door shuttle, Transportation Network Company (TNC), and other commercial vehicle operations serving the Airport terminal curbsides at Terminal 1 and Terminal 2. Services will include vehicle dispatching, management of vehicles and drivers in the Hold Lot, curbside management of vehicles and passenger, and collection of trip fee vouchers. The Port currently provides the following Curbside Ground Transportation Management Services:

1. At this time there are approximately 210 taxicabs permitted to operate at OAK. The current taxicab operating agreement allows a maximum of 105 taxicabs to serve the Airport in any given day.
2. Door-to-door shuttle operators provide on-demand and reservation services. Approximately 45 on-demand and 350 reservation door-to-door shuttle vehicles are permitted to operate at OAK.
3. At OAK, the taxicabs and on-demand door-to-door shuttle vehicles that are permitted to pick-up passengers at the Airport currently are first required to stage in the commercial vehicle Hold Lot that is currently located off Earhart Road in the North Field ("Hold Lot"). Taxicabs are dispatched to the terminal curbside based on a first-come, first-serve basis, and on-demand door-to-door shuttles are dispatched on a rotation basis. Reservation door-to-door shuttles may proceed directly to the curbside. Designated passenger pickup areas for taxicabs are currently on the first curb and on-demand shuttles are currently located on the second curb. Designated passenger loading areas for the reservation shuttles are currently located on the third curb.
4. Coordinators operate out of booths located on the curbside. There are a total of four booths currently in operation—three on the second curb (one for the on-demand shuttles, one for the taxicabs, one for TNCs) and one booth on the third curb for the reservation shuttles. Contractor is expected to staff booths in accordance with Exhibit A-II.
5. Curbside Management operations require staff at the hold lot and starters and coordinators on the curbside. The GT starters at the curbside location summon taxicabs and on-demand door-to-door shuttles from the hold lot via radio or courtesy phone communications to the hold lot attendant and are expected to enforce rules and regulations governing commercial operations by all ground transportation modes on the curbside by generating observation reports and advising drivers of permissible activities.
6. Taxis and shuttles are dispatched directly to the designated curbside pick-up locations in front of the terminal buildings. The current hold lot and designated terminal pick-up locations are shown on **Attachment 16**. Operations may be modified during heightened national security alerts or for other reasons as determined by the Director of Aviation or Designee.
7. Transportation Network Company (TNC) drivers and vehicles seeking to pick up customers at the Airport are required to wait (dwell) at an off-Airport location, until receiving a message from their respective company to come to the designated terminal curb to pick up a specific customer. TNC drivers and vehicles arriving at the Airport to drop off a customer must also proceed directly to the specified terminal curb. After dropping off their customer, each vehicle must depart and is not allowed to wait for another customer and can only pick up if a ride is already arranged.

Oakland International Airport is open 24 hours per day, 365 days per year. Curbside Management services will be required up to 24-hours per day. The Contractor will be responsible for providing services to accommodate demand as required. **Table 2** provides current Starter Dispatching descriptions and typical hours of operations. Starter Dispatching locations are shown in **Attachment 16**. The Contractor shall provide the following services seven days per week, 365 days per year.

Table 2 - Typical Dispatching Hours of Operation by Position

Starter Dispatching Description	Hours/Day
Door-To-Door Shuttle GT Starter	Twenty (20) hours per day
Taxicab GT Starter	Twenty four (24) hours per day
TNCs GT Starter	Twenty (20) hours per day
Hold Lot Attendant	Twenty (20) hours per day

These services and related contractual responsibilities shall be collectively referred to as “the Services” throughout this RFP. The successful Proposer (the “Contractor”) will perform the Management Services and Responsibilities in accordance with the requirements of “the Agreement” attached to this RFP as **Attachment 11** with any changes made by the Port pursuant to **Section J**.

Under the Agreement, the Port retains the flexibility necessary to operate the Airport over the Operating Term and considerable review and approval control over any proposed construction, relocation, pricing, and level of service to customers.

Section 9.2 of the Agreement (**Attachment 11**) gives the Port the ability to increase or decrease the Contractor responsibilities to allow the Port the flexibility it needs to renovate and expand Airport facilities. Such renovation and expansion may occur during the Operating Term.

In this RFP, the Port requires Proposers to submit a Fixed Management Fee proposal. The Selection Criteria used by the Evaluation Committee are included in **Section V**.

C. Contract Term

The term of the Agreement shall be **three (3) years**, commencing on or about **December 1, 2017** and extending through **November 30, 2020**. The Port will have the option, exercisable at its sole discretion by giving a 60-day notice to the Contractor, to extend the term of the Agreement for up to **two (2) extension periods of one (1) year each**. As used in this RFP, “Operating Term” shall mean the initial three year term of the Agreement and any extension resulting from the Port’s exercise of its option.

D. Description of OAK Parking Facilities

OAK has approximately 6,920 public parking stalls in four surface lots: Premier, Hourly, Daily and Economy, and approximately 1,474 parking stalls in two employee/permit parking lots: Oakland Maintenance Center (“OMC”) and Neil Armstrong (“NAL”) Permit Parking Lot. Currently there is no shuttle service provided within the Premier, Hourly and Daily Parking Lots, which are contained within the Parking “Bowl” opposite airline Terminals 1 and 2, Lot 214, and the inactive former Economy Parking Lot.

Figure 1 depicts OAK’s Public/Permit Parking Facility locations and **Table 3**, summarizes their corresponding parking capacity.

Figure 1 – Public and Employee Permit Parking Facilities



Premier, Hourly, Daily, Lot 214, and the Former Economy public parking lots are not included in the Scope of Services of this RFP, details are only provided for reference.

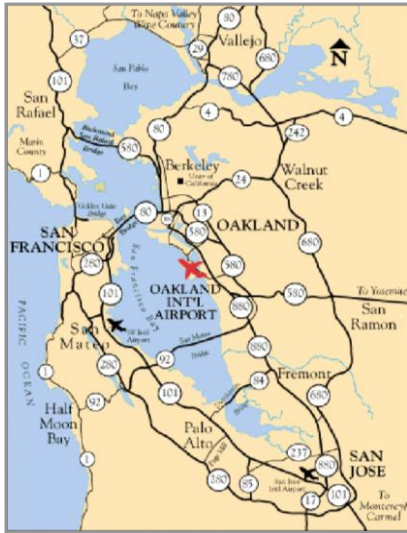
Table 3 - Public and Employee Permit Parking Facility Capacity

LOT NUMBER	FACILITY	STALL CAPACITY
PUBLIC PARKING LOT FACILITIES		
1	Premier Parking Lot *	814
2	Hourly Parking Lot*	600
3	Daily Parking Lot*	3,572
4	Economy Parking Lot	1,934
Subtotal: Active Lots		6,920
5	Former Economy Parking Lot (Inactive) *	1,463
Total Public Parking Lot Spaces		8,383
EMPLOYEE PERMIT PARKING LOT FACILITIES		
6	Oakland Maintenance Center (OMC)	828
7	Lot 214*	219
8	Neil Armstrong (NAL)	646
Total Employee Permit Parking Lot Spaces		1,693
* Parking lot location and capacity provide for reference only; not included in the Scope of Services of this RFP 17-18/03*		

E. Description of the Airport and Passenger Traffic History

This section describes historical airline and passenger traffic for the Bay Area and the Airport. All years are calendar years unless otherwise indicated. The San Francisco Bay Area is served by three commercial service airports: Oakland International, San Francisco International, and San Jose International Airports. The location of the three airports is shown on **Figure 2**.

Figure 2 – Bay Area Airports

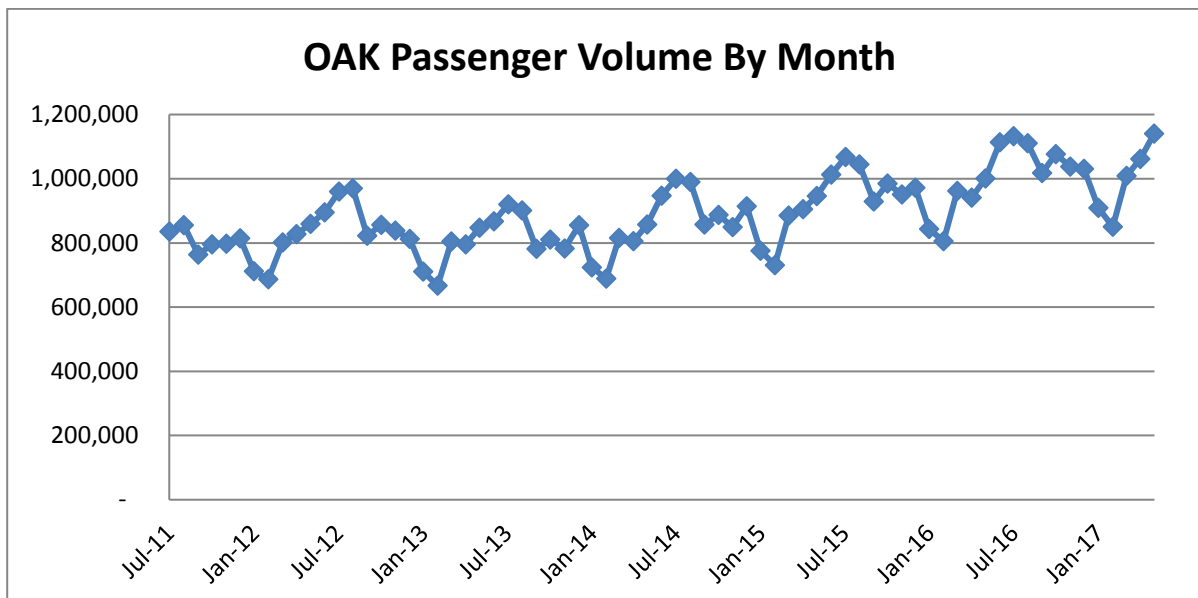


During CY 2016, OAK's 13 airlines accommodated 12.1 million passengers (over 6.0 million enplaned passengers) and \$39 million in gross parking revenue was generated. Southwest Airlines accounts for 70% of passenger traffic and their customers account for at least that proportion of public parking volume. Twelve other airlines accommodate the other 30%. The Airport has experienced over three consecutive years of airline passenger traffic growth and has flights to over 60 non-stop destinations, the most in its history, including new routes to the East Coast and Europe.

All gates at the Airport are common-use, with most preferentially assigned to a particular carrier. However to optimize gate capacity utilization the Airport may assign gates to other carriers when preferential carriers do not use gates.

As shown in **Figure 3**, the Airport has a predictable and seasonal traffic pattern throughout the year. July and August are the busiest months for passenger traffic and parking, while January and February are the least busy.

Figure 3 – OAK Seasonal Passenger Traffic



Further, while daily passenger traffic has some peaks and valleys, passenger traffic is relatively constant from 05:00 hours through 20:00 hours on weekdays, as compared with other airports. Over 90% of OAK's passenger traffic is origination-destination, i.e., most passengers either begin or end their air travel at OAK. The balance consists of connecting and through passenger traffic. Shuttle and Ground Transportation activity generally mirror these patterns.

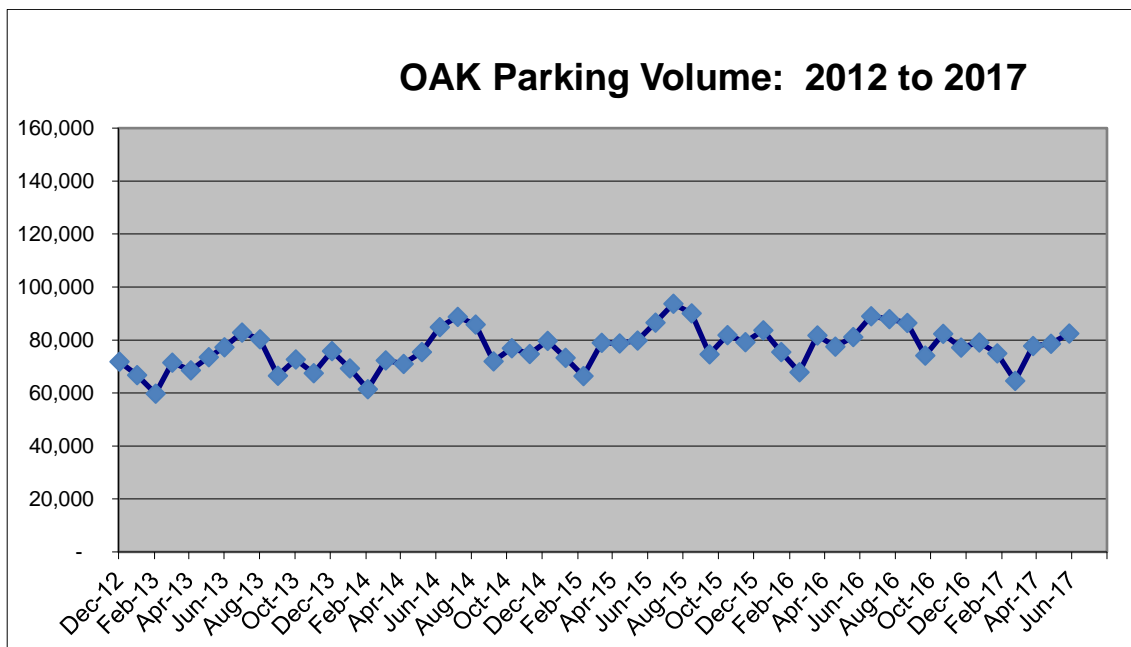
F. Future Terminal Facilities

The Airport has 29 operational boarding gates in two terminals. A project is underway that will increase the international arrivals and customs processing capacity, to expedite handling of two simultaneous large aircraft arrivals.

G. Public Parking Business Trends

As shown in **Figure 4**, transaction volume grew from 2012 to 2016, generally mirroring the growth in air passenger volume. However, despite continued growth in airline passengers, growth in parking has trended downward since the summer of 2016, due to the high growth in Transportation Network Company ("TNC") volume and airport access market share. Airport-permitted TNCs (Uber, Lyft, and Wingz) have taken significant market share from all ground transportation access modes, including parking as well as BART, Taxi, Shuttle Vans, and Rental Cars. This significant change in consumer preference is ongoing, at OAK and nationally. However, Economy Lot volume increased 12% during the 12 months ended March 31, 2017.

Figure 4 – OAK Parking Transaction Volume

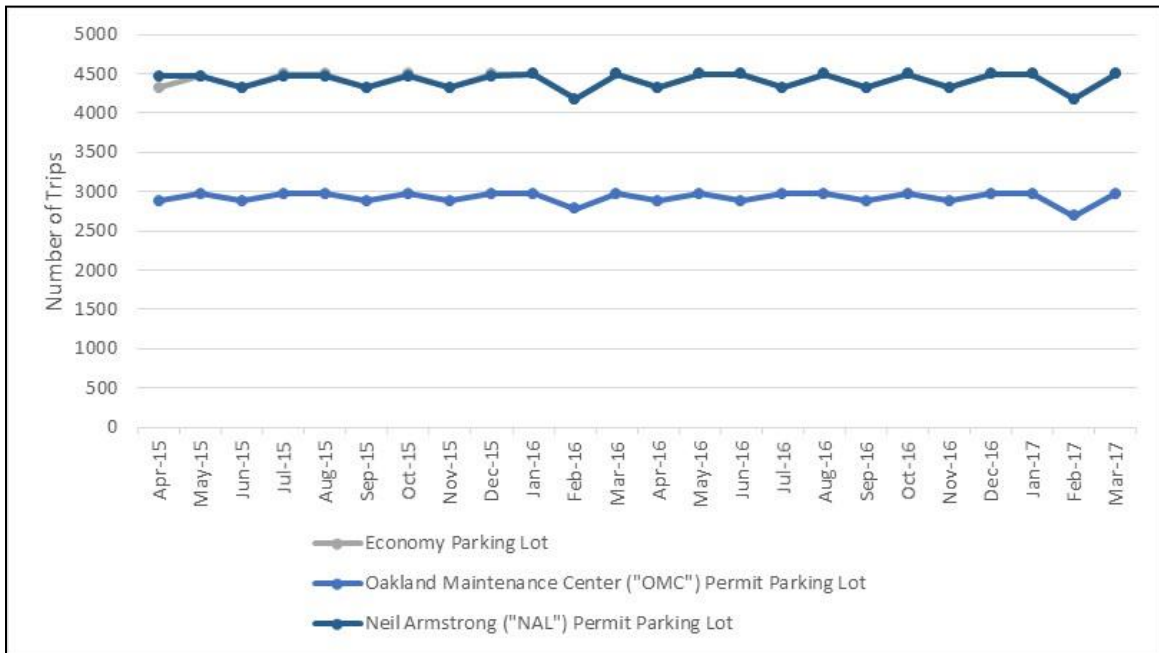


H. Airport Shuttle Bus Trends

The following figures summarize Airport Shuttle Bus trip volumes and corresponding passenger ridership between the airport terminals and Airport's public and permit parking lots for the last two years.

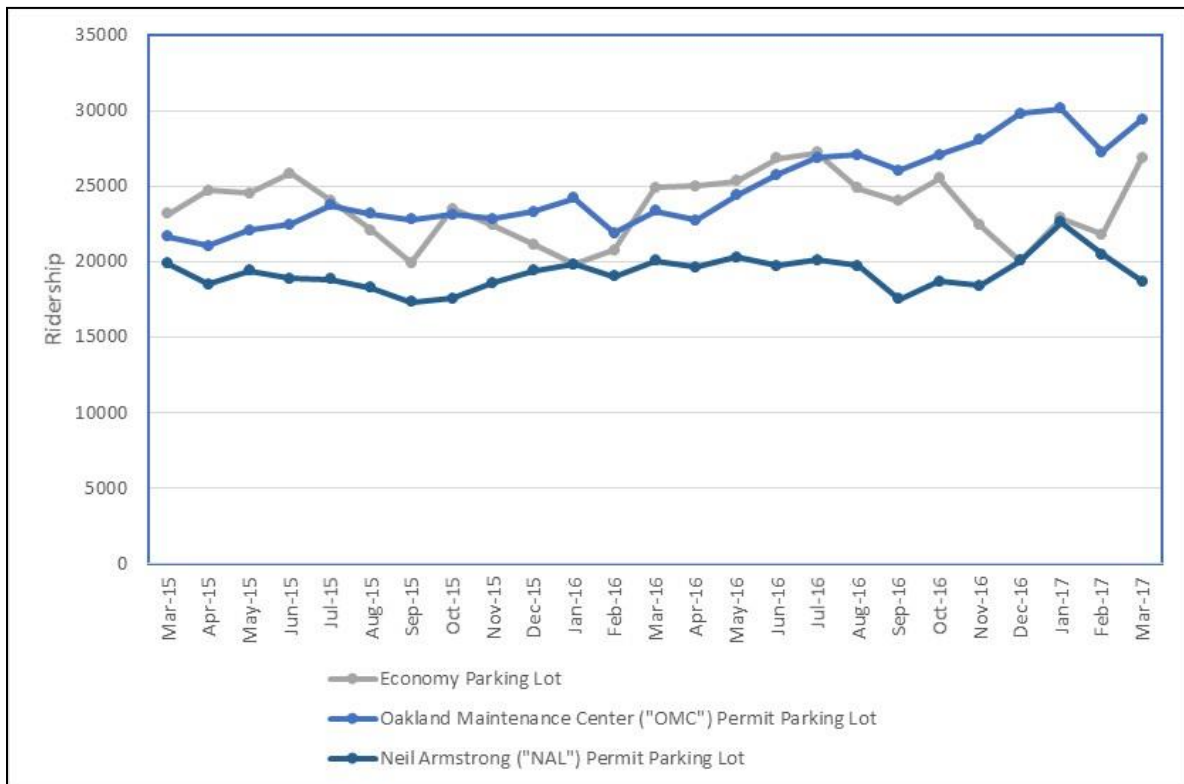
As shown in **Figure 5**, the number of trips completed per month by route have held constant with an average of 4,410 trips between the Airport Terminal Buildings, the Economy Public Parking Lot and Neil Armstrong ("NAL") Permit Parking Lot, respectively. The Oakland Maintenance Center ("OMC") Permit Parking Lot held a constant average of 2,924 trips per month.

Figure 5 – Monthly Trips By Route



As shown in **Figure 6**, passenger ridership volumes from/to the Airport Terminal Buildings and the Oakland Maintenance Center ("OMC") Permit Parking Lot trended upwards with noticeable year-over-year change of 17%, followed by an upwards change of 7% in the Economy Public Parking Lot and 4% in Neil Armstrong ("NAL") Permit Parking Lot, respectively.

Figure 6 – Monthly Passenger Volumes by Route



I. Other Ground Transportation Access Trends

Table 4 summarizes GT trip volumes leaving the airport for the most recent calendar-quarter and last 12 months and origin-destination airline passenger volume for the same periods.

Table 4 - Quarterly and 12-Month Trip Volumes

	FY17-Q3 Volume¹	% Annual Change	12-Month Volume	% Annual Change
O/D-Enplanements	1,254,224	4.4%	5,622,538	6.5%
Parking	217,372	(3.4%)	952,289	(2.2%)
RAC Rentals ²	128,058	(7.1%)	580,379	(4.0%)
BART ³	115,767	(8.4%)	522,902	(4.7%)
Taxi	27,736	(21%)	129,739	(19%)
Shuttle Vans ⁴	1,619	(45%)	9,140	(57%)
TNCs ⁵	153,466	109%	509,874	219%
Subtotal	644,018	7.3%	2,704,323	9.8%
Other GT Modes⁶	109,595	(0.2%)	458,558	1.8%
Totals	753,613	6.1%	3,162,881	8.5%

1 1-way trips departing OAK January 1 to March 31, 2017

2 RAC Rentals include car pickups only.

3 Reflects ridership on BART connector through March 2017 and excludes employee trips.

4 Includes On-Demand Door-to-Door Shuttles, but excludes Reserved Shuttles

5 Uber, Lyft, and Wingz

6 Estimated combined volume from Limousines, Off-Airport Parking Shuttles, Hotel Shuttles, Airporter buses, and AC Transit (extrapolated from 2015 Airport Access Survey)

Since being permitted to operate at OAK in July 2015, TNCs have grown from zero to over 12% of airline passenger volume, and has doubled in the past year. TNCs now constitute the largest source of Airport ground access revenue after public parking. As shown in **Table 4**, these gains have come at the expense of virtually all other Airport ground transportation modes. This shift is still in progress and will continue to affect terminal curbside operations and space/resource allocation.

J. Agreement for Airport Shuttle Services and Ground Transportation & Curbside Management Services

The Agreement for the Services, attached as **Attachment 11** to this RFP, should be carefully reviewed prior to submitting a Proposal. The terms of the Agreement may be amended at the sole discretion of the Port at any time during the RFP process and/or prior to execution. The successful Proposer will be required to execute the Agreement in substantially the form attached, as amended by any Addenda to this RFP and as completed by the Port to conform to the selected Proposer's Proposal. Questions or suggested changes concerning the Agreement should be submitted in writing following the procedures set out in **Section IV**.

Under this Agreement, the Port pays reimbursable expenses, plus a Fixed Management Fee. Reimbursable expenses are described in RFP **Attachment 11-Exhibit D**. The Fixed Management Fee is detailed in **Attachment 11-Section 4**, and includes proposed Profit & Overhead and Insurance Premiums for insurance, excluding Workers' Compensation as required in **Attachment 11- Exhibit M**.

Proposers should identify any changes required in the Agreement by submitting such changes, including specific language, in its Proposal. However, changes to the Agreement are strongly discouraged and may affect the ranking of the Proposal.

The Agreement must be executed by the apparent successful Proposer within thirty (30) days after receiving a notice of award, or Proposer will forfeit its Proposal Surety.

K. Administrative Fees for Non-Performance

A key goal of this RFP is to maintain and improve the quality of the Services. The Port hopes to establish a strong and effective day-to-day working relationship with the Operator that will result in mutual success. To that end, the Agreement includes provisions for the assessment of Administrative Fees by the Port to the Operator, upon determination that the Operator has failed to maintain the standards established by the terms of the Agreement for reasons that may include, without limitation, failure to maintain prescribed customer service standards and timeliness of required reporting.

Administrative Fees will be levied in writing addressed to the Operator and given in accordance with the provisions described in **Section 8** of the Agreement, which describes the procedures that an Operator must follow if it wants to dispute the imposition of an Administrative Fee.

The Port views the assessment of Administrative Fees for operational failures as a necessary means of maintaining Operator management's focus on matters deemed important by the Port and to ensure that good communication is maintained throughout the Operating Term. The Agreement provides other remedies that could be applied in addition to Administrative Fees for non-performance, including the Port's right to declare an event of default and terminate the Agreement.

L. Minimum Qualifications Requirements

To be considered for selection, Proposers must provide evidence that it or its principal owner or a joint venture partner with at least a 51% interest in the joint venture has the following minimum qualifications, and Proposer must execute **Attachment 3**, and all other required forms/written documents as indicated in the **table labeled "List of Attachments"**.

THE PORT WILL NEITHER CONSIDER, NOR EVALUATE PROPOSALS SUBMITTED BY PROPOSERS WHO DO NOT MEET THE MINIMUM QUALIFICATION CRITERIA DESCRIBED IN THIS SECTION.

1. Operations Experience with U.S.-Based Projects

Proposer must provide evidence that it - or the majority partner in a joint venture – currently operate and manage at least two airport-related Shuttle Bus services and Ground Transportation and Curbside Management Service operations at medium to large hub airports (as designated by the FAA), in the U.S. or Canada. Proposer must demonstrate it has the necessary facilities, experience, organization, and financial capabilities to fulfill the requirements of the Agreement. Proposers must have the following minimum combined qualifications:

- a) Proposer has a minimum of five (5) years' experience operating and managing shuttle bus operations over defined fixed routes operating 7 days / week, 365 days per year including during the last five consecutive years;
- b) Proposer has a minimum of five (5) years' experience providing curbside management services 7 days / week, 365 days per year, during the last five consecutive years;
- c) Proposer has been under contract to perform such services for the last five (5) years, at a minimum, with at least two medium- or large-hub airport (as designated by the FAA);
- d) All of the requirements in this Section II.B.1 must be met in their entirety by at least one firm on a Proposer's team, i.e., firms on a team cannot combine their individual years of experience and other qualifications to meet these requirements;
- e) Proposer must be in legal existence at the time its Proposal is submitted.

2. Financial Capacity

The Proposer must demonstrate to the satisfaction of the Port that the Proposer has the financial resources to provide the Parking Management Responsibilities pursuant to the Agreement. In considering the financial responsibility of a Proposer, the financial condition of a third party will not be considered unless it signs the Proposal as a Guarantor and agrees that if the Proposer is the successful Proposer, it will execute and deliver to the Port the Guaranty included as Exhibit R to the Agreement.

III. Port Policy and Other Requirements

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

A. 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 Proposer shall comply with all of the nondiscrimination requirements contained in the Agreement, 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 Agreement.

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 Proposers to take active race/gender-neutral steps to include ACDBEs, including but not limited to local ACDBEs, in this contract. Race/gender-neutral steps include: unbundling large contracts, subcontracting work the Proposer may self-perform, providing capital and bonding assistance, establishing business development programs, and providing technical assistance. To facilitate Port's compliance, each Proposer 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, Part 23 - Uniform Report of ACDBE Participation) annually.

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

The successful Proposer shall cooperate with the Port in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of the Agreement 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, Proposers 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.

Proposers are encouraged to contact Ms. Lila Zinn, Social Responsibility Contract Compliance Supervisor at 510-627-1485 or at lzinn@portoakland.com for assistance or questions regarding the ACDBE program.

B. 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, 2017 is at least \$13.32 with credit given to the employer for the provision to covered employees of health benefits, and \$15.31 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.

C. Proposal Surety

Respondents must include a statement (**Attachment 9**) with their proposal agreeing to the Port's Proposal Surety requirements and indicate they will be able to obtain, purchase and maintain, throughout the Operating Term, the proper contract surety of the types and in the amounts as required by the Agreement.

All Respondents who plan on submitting a proposal in response to this RFP must provide the Port with a certified or cashier's check from a bank, or a Proposal Letter of Credit, in the form included in the Proposal Forms (**Attachment 9-A**), payable to the Port of Oakland in the amount of One Hundred Thousand and No/100 Dollars (\$100,000). A Surety Bond in the amount of \$100,000, in the form included in the Proposal Forms (**Attachment 9-B**) is also acceptable.

Cash will not be accepted in lieu thereof. Such check, Letter of Credit, or Surety Bond shall be submitted with the understanding that it will guarantee that the Proposer will not withdraw the Proposal for a period of one hundred eighty (180) calendar days after the scheduled closing time for the receipt of Proposals, and that if the Proposer receives a notice of award from the Port, Proposer will enter into the Agreement and provide the Port with the Fidelity and Surety Bonds required under **Section 17** of the Agreement, and any Guaranty required under **Section 33** of the Agreement.

In the event that the Proposal is withdrawn within this period or the Proposer fails to enter into the Agreement and provide the Port with the Surety Bonds and Guaranty required by the Agreement within ten (10) calendar days after receipt of a notice of award from the Port, the Port shall be entitled to the full amount of the surety in the amount of one hundred thousand dollars (\$100,000) for damages to the Port on account of the default of the Proposer. This assessment is not a penalty to the Proposer but is a measure of damages that will actually be sustained as agreed to by both parties. The check or Letter of Credit will be returned to any unsuccessful Proposer upon final award of the contract by the Port Board hereunder, receipt by the Port of the Agreement executed by the successful Proposer, and the required Surety Bonds

and any required Guaranty, the rejection of all Proposals, or expiration of said one hundred eighty (180) calendar day period, whichever is earlier.

D. Insurance and Contract Surety

All Respondents who plan on submitting a proposal in response to this RFP must provide the Port with a sample certificate of insurance that evidences compliance with the insurance requirements listed in **Attachment 11-Exhibit M**, 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.

E. Airport Shuttle Bus, Ground Transportation & Curbside Management Services Operating Agreement

Submission of a proposal will confirm that the Respondent fully understands the provisions of the Oakland International Airport Operating Agreement for Shuttle Bus Services, and Ground Transportation & Curbside Management Services (**Attachment 11**) which will be revised as necessary to be consistent with the provisions of this RFP and any addenda, and will execute such revised agreement if awarded the contract. Any objections to any provisions in the Port's Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged and may affect the ranking of the Proposal.

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 scope of services and 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 total response to the number of pages indicated below (excludes the required attachment forms provided with this RFP).

A. Submittal Format

Responses may not be longer than **16 pages (one sided or 8 pages double sided)**, printed on 8 1/2" x 11" paper and formatted in no smaller than 10 point font. Each section shall be labeled according to the sections below. All submitted material must be bound with only **one staple or binder clip** in the upper left corner. Please no binders or any other type of binding. Submittals must be able to fit into a 9 x 11.5 inch folder.

1. Company Information and Minimum Qualifications

Provide information that clearly demonstrates how your company meets the **minimum qualifications** listed in this RFP.

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 the behalf of your company. Please make sure that person signs and dates the statement. If your company is making any exceptions to the Metropolitan Oakland International Airport Operating Agreement for Airport Shuttle Bus, Ground Transportation & Curbside Management Services (**Attachment 11**) and/or this RFP, they must be clearly set forth in your proposal and noted in this section. Exceptions are discouraged and may result in lower evaluation points during the Port's evaluation of your proposal.

- a) Financial Statements: Each Proposer shall submit **audited financial statements for the most recent calendar year** as required by the Qualifications Form referenced in **Part II, Section L**. If financial statements of any entity other than the Proposer are included in a Proposal, they will be disregarded by the Port in its evaluation of the Proposal unless each other entity joins in the Proposal as a guarantor by signing the Proposer's Statement and Representation included with the Proposal Forms. Proposer's Statement and Representation obligates each such entity to execute and deliver to the Port the Guaranty included as **Exhibit Q** to the Agreement at the same time that the Proposer executes and delivers the Agreement to the Port. If Proposer is a joint venture newly created for this opportunity, the financial statement requirement shall be satisfied with respect to each partner.

The submittal of the audited financial statements for the most recent calendar year financial will not count against their total page count.

2. Knowledge and Experience

Provide relevant information about your company's knowledge and experience, including a list of three or more projects (in similar size and scope to this RFP), with brief descriptions that demonstrate your experience. Also, provide the names of key personnel who will be assigned to do the work under this project and provide their relevant experience. This includes key corporate contacts throughout the contract period, onsite contract transition staff and operations staff.

The Agreement for the Services, attached as **Attachment 11** to this RFP, should be carefully reviewed prior to submitting a Proposal. Proposers should identify any changes required in the Agreement by submitting such changes, including specific language, in this **Part IV**, of the Proposal. However, changes to the Agreement are strongly discouraged and may affect the ranking of the Proposal.

3. Client References

Provide names, addresses and contact information for three (3) current clients. Provide the size and scope of each project and a brief description of the projects. Please make sure all contact information is current. By providing such information, you authorize us 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 and more important, how does your experience and capabilities set you apart from your competition? What insight and experience can your company offer that others can't? Your description of the Services can be above and beyond the requirements listed in the "Scope of Service" section and must include your Service Operations and Transition Plan and approach to beginning the Services.

To continuously improve Airport operations, the Port is open to considering input on best industry practices, and wishes to use this process to solicit input from the Proposers. Moreover, the Port will give due consideration to those Proposers who demonstrate successful implementation of programs that improved customer service, and increased utilization and financial returns in competitive business environments for similar clients. Proposers should therefore take the opportunity to provide ideas and insight, as described below:

- a) Present a recommended plan and approach to maximize customer convenience and customer service levels; or
- b) Any intended enhancements to optimize minimum Airport Shuttle Bus, Ground Transportation & Curbside Management service levels; and
- c) Other customer amenities and service enhancements, their estimated cost, and how much of this cost Proposer is willing to pay without reimbursement from the Port.
- d) **Innovative Approaches to controlling operating expenses.** Proposers are encouraged to provide innovative approaches to providing the required services, maintaining a high level of customer service, while employing strategic efficiencies and cost savings.
- e) **Service Operations Plan/Manual;** the Port and its prior operator developed and refined a Service Operations and Procedures Manuals for the Services, attached as **Exhibit I** to the Agreement, which is attached as **Attachment 11** to this RFP. The Agreement obligates the Operator to develop its own Operations Manual, or to modify the existing Operations Manual based on its best judgment and the best industry practices. Proposers should review this document and propose any significant changes based on relevant experience and best practices. At a minimum, the Operations Manual should address:
 - i. General operating and management policies
 - ii. Procedures for ticket collection control, accounting and auditing
 - iii. Procedures for analysis of computer generated reports to Port standards
 - iv. Procedure for handling property damage claims for the Port
 - v. Personnel staff schedules, job descriptions, and staffing instructions for each individual duty station
 - vi. Schedules for vehicle maintenance and repair
 - vii. Personnel performance, quality assurance standards, and related evaluation procedures
 - viii. Emergency response procedures
 - ix. Customer service standards
 - x. Operator home office support; and
 - xi. Company personnel policies
- f) **Transition Plan;** Proposer should provide a Transition Plan detailing the process whereby the Proposer assumes management and operational control of the services. The Transition Plan will include, but not be limited to:
 - i. Steps to be taken by the Proposer prior to, the day of, and the period following the date that the successful Proposer assumes management and operational control of the Shuttle Services
 - ii. Required actions on the part of the Port
 - iii. Identification of all legal requirements including business licenses and incorporation requirements (if necessary), business permits, etc.
 - iv. Hiring and staffing plan (including organization structure of on-site personnel)
 - v. Timeline for implementing all steps included in the Transition Plan including requirements on the part of the Port; and
 - vi. Other elements of a successful Transition Plan that the Proposer believes are required and are not listed above

5. Proposed Management Fee and Structure Worksheets

Provide your cost for the proposal on the Proposal Worksheet and attach any proposed fee schedule. The Worksheet is designed so that proposers may prepare and submit a cost proposal for this RFP only; or submit a Management Fee that assumes you are selected for both the Airport Shuttle Services and Ground Transportation & Curbside Management Services, and the Public Parking Management Services. If you intend to submit proposals in response to both

RFPs, please complete both sections of **Attachment 4 Proposal Worksheet** including Parts A and B of the Management Fee proposal included in RFP **Attachment 4**, based on the provided guidelines contained in that attachment.

The Proposer's Fixed Management Fee proposed for the first contract year will be incorporated into **Section 4.1** of the Agreement, and during any Extension Term, that Fixed Management Fee will be subject to adjustment as provided in **Section 9** of the Agreement.

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 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.

7. 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.

8. 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 above**, "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 Respondent selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, 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, 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 contract, 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
	<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. (Subsections 6, and 8 above of Section IV, the Submission Requirements)	Pass/Fail
	<u>Minimum Qualifications Requirements</u> As described in Part II, Section I of this RFP . Proposals that do not provide sufficient documentation that clearly demonstrates your company meets the minimum qualifications listed in this RFP will not be forwarded to the Evaluation Committee for review.	Pass/Fail
1	<u>Company Information, Client References, Litigation and Other Information, and Required Forms</u> Respondent's capacity to provide professional service as evidenced by past performance, company information, reference checks, litigation and other information, and required forms. (Subsections 1, 3, 7, and 8 above of Section IV, the Submission Requirements).	20%
2	<u>Knowledge and Experience</u> Respondent's knowledge and experience in providing Shuttle Bus Services, Ground Transportation & Curbside Management Services and requested changes in the Agreement as evidenced from your response to Subsection 2 above of Section IV, the Submission Requirements.	20%
3	<u>Plan and Approach, Scope of Services and Recommendations</u> As evidenced from your response to the Submission Requirements, Subsection 4 above.	25%
4	<u>Proposed Costs</u> As evidenced from your response to Subsection 5 above of Section IV, the Submission Requirements , and as provided on the Proposal Worksheet. Fee Proposal including all insurance coverage (including Workers' Compensation and Healthcare Premiums)	30%
5	<u>Requested Changes in Agreement</u> Proposers requesting no changes to the terms of the Port agreement (Attachment 11) receive the maximum available points. Requests for changes to terms of the agreement may reduce points received.	5%
	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 Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

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 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. 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 Request for Proposal 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 contract. 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.

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 prior notification to the Respondent.

D. Indemnification

If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in Section 18-Assumptions of Risks: Indemnification (**Attachment 11**).

E. Reimbursable Expenses

Attachment 11-Exhibit D details reimbursable expenses under this contract. All expenses associated with the Contract Transition and start-up tasks are not separately reimbursable.

F. 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.

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 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.

H. 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.

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 contract.

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 party submitting a proposal waives the right to bring legal proceedings challenging the Board of Port Commissioners 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 service and maintain appropriate personnel to provide expedient and courteous service.

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. 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.

Q. 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.

R. 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.

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 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.

T. 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 Port will award a three-year (3) contract (if any) and will have the option to issue two (2) one-year extensions not to exceed a total period of 5 years (at the costs quoted in this proposal).

U. Contract Termination

The Port may terminate the agreement with the Respondent on thirty (30) days' notice without cause or immediately for cause.

V. 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 John Betterton, 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 Intend 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.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

(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 _____, 2017, at
_____, California

Signature

Authority: Public Contract Code 7106

CCP 2015.5



Statement of Equal Employment Opportunity

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

I hereby certify that I _____ (Legal Name 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.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

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.

1. Addendum Acknowledgement:

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

2. Acknowledgement and Signature:

- a) No Proposal is valid unless signed in ink by the person authorized to make the proposal.
- b) 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.
- c) I represent that I am familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, 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: _____

3. 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: _____

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

Proposers must complete and submit the Management Fee Worksheet and other requested content on this Attachment 4.

Assumptions and Instructions for Preparing this Worksheet

- 1) Enter the profit and overhead component of your Fixed Annual Management Fee, for Year 1. Overhead expense should include amortization and operating costs of operator vehicles, and non-reimbursable overhead expense for onsite, local and corporate offices, and all other non-reimbursable expenses described in agreement Exhibit D.

This fee component will be allocated 50% to Airport Shuttle Bus Services and 50% to Ground Transportation & Curbside Management Services. To calculate Profit & Overhead for years 2-5, apply an assumed annual CPI of 3.0%. (The actual CPI from the US Bureau of Labor Statistics for the Bay Area will be applied following each contract year to modify the profit and overhead portion of the Management Fee).

- 2) Enter your proposed combined annual insurance premiums, excluding Workers Compensation. These premiums are fixed and will not increase based on CPI.
- 3) TOTAL MANAGEMENT FEE: Lines 1 + 2.

Management Fee Worksheet

Please complete the following table and submit it with your proposal.

Completing this Part A of the Fee Proposal is mandatory					
A. Shuttle Services, GT and Curbside Management Services	Contract Year				
	Year 1	Year 2	Year 3	Year 4	Year 5
1. Profit & Overhead (a)					
2. Insurance Premiums Commercial General Liability, Automobile					
3. Management Fee (1+2)	\$	\$	\$	\$	\$
Complete this Part B of the Fee Proposal ONLY if you are submitting proposals for both the Parking Management Services and Shuttle, GT and Curbside Management Services contracts					
B. Shuttle, GT and Curbside Management Services (b)	Year 1	Year 2	Year 3	Year 4	Year 5
1. Profit & Overhead (a)					
2. Insurance Premiums Commercial General Liability, Automobile					
3. Management Fee (1+2)	\$	\$	\$	\$	\$

- (a) Profit & Overhead may not exceed 10% of annual operating budget excluding Management Fee and Insurance Premiums (Exhibit D).
- (b) Proposers that wish to be awarded both the Public Parking Management Services and the Shuttle, GT & Curbside Management Services contracts must list proposed management fee in Row B.1 if Proposer is awarded both contracts. This fee should take into account economies of scale if awarded both contracts. In your proposal for the Parking Management contract, also enter your proposed management fee in Row B.1 of that proposal.

Proposed Workers Compensation Rate for Contract Year 1

Proposer commits to use the following rate to compute the Workers Compensation Premium during the first year of Operations:

Shuttle-Curbside Management Services _____ % of actual payroll expense

Proposed Healthcare Costs for Non-Represented Staff

Please enter your proposed monthly contributions, for each plan option, per non-represented staff person for up to two healthcare plans offered. The Port shall reimburse these premium amounts, properly applied, in each contract year.

	<u>Plan 1</u>	<u>Plan 2</u>
Individual Employee Coverage	_____	_____
Individual Employee + 1	_____	_____
Individual Employee + 2 or more	_____	_____

Proposed Annual Salaries for Senior On-site Senior Staff

These will be the starting salaries for these positions. Annual increases in Port reimbursement will be limited to the same CPI-based adjustment applied to the Management Fee. Contractor may elect to increase compensation to the incumbents of these positions, but reimbursement by the Port will be limited to the amounts entered here, adjusted annually.

General Manager	\$ _____
Assistant General Manager	\$ _____
Finance and Accounting Manager	\$ _____

(Note that any change in these staff and corresponding change in total compensation at any time will result in a corresponding change in this portion of the Fixed Management Fee).

All proposed Management Fees, costs and cost factors described in this Attachment 4 will be factored into the Fee selection criteria included in RFP Part V on page 17. The undersigned, a duly authorized officer of the Proposer, hereby commits the Proposer to these fees, costs and cost factors.

Respondent Name: _____ Title: _____

Company Name: _____

Authorized Signature: _____ Date: _____



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.



Quarterly Report Certification 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)

Mr. Bryant L. Francis
Director of Aviation
Port of Oakland
1Airport Drive, Box 45
Oakland, CA 94621

Dear Mr. Francis:

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



Disadvantaged Business Enterprise Program Affidavit

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

I hereby certify that I _____ (Legal Name of 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.

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, 2017, \$15.31 without health benefits or \$13.32 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 \$1.99 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.



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



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.

a) 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: Connie Ng-Wong, Port of Oakland, Social Responsibility Division, 530 Water Street, Oakland, CA 94607. Email: cng-wong@portoakland.com



Statement of Living Wage Requirements

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

I hereby certify that I _____ (Legal Name of 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



Proposal Surety Acknowledgement Statement

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

The Proposer has enclosed either: (check applicable blank)

- ☐ **A certified or cashier's check payable to the Port of Oakland for \$100,000;**
or
☐ **The completed irrevocable Letter of Credit in the amount of \$100,000**
(Attachment 9-A);
or
☐ **A Surety Bond in the amount of \$100,000 (Attachment 9-B).**

I hereby certify that I _____ (Legal Name Contractor),
agrees to execute and deliver to the Port a Fidelity and Surety Bonds, substantially in the form included
as **Exhibit O**, and any Guaranty in the form included as **Exhibit Q** in the Agreement attached to this
Request for Proposal .

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



Letter of Credit

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

LETTER OF CREDIT

Irrevocable and Transferable _____, 2017

Letter of Credit # _____

Amount: U.S. **\$ 100,000**

To: Port of Oakland
530 Water Street
Oakland, California 94607

Ladies and Gentlemen:

For the account of [Proposer's Name], a [____], we hereby issue in your favor our Irrevocable Letter of Credit for U.S. **\$ 100,000**.

The amount of this credit is available to you by your drafts on us at sight accompanied by the following statement signed by your Executive Director or Chief Financial Officer.

"I certify that the amount of our drawing is due the Port of Oakland pursuant to the terms of the Request for Proposals for Airport Shuttle Bus, Ground Transportation & Curbside Management Services issued by the Port of Oakland."

Drafts must clearly specify the number of this credit, be in substantially in the form attached, and be presented at our counters at **[insert bank address]**, not later than the close of business on _____, **2017**, or such later date as this credit shall have been extended to (the "Expiration Date").

If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the purported demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore, and that we are returning any documents to you. Upon being notified that the purported demand for payment was not effected in accordance with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment before the Expiration Date.

Drawings may also be presented to us by facsimile transmission to facsimile number _____ (each such drawing, a "Fax Drawing"); provided, however, that a Fax Drawing will not be effectively presented until you confirm by telephone our receipt of such Fax Drawing by calling us at telephone number _____. If you present a Fax Drawing under this Letter of Credit, you do not need to present the original of any drawing documents, and if we receive any such original drawing documents, they will not be examined by us. In the event of a full or final drawing, the original Letter of Credit must be returned to us by overnight courier or other overnight delivery service.

This Letter of Credit is subject to the "International Standby Practices (ISP98)," International Chamber of Commerce Publication No. 590, and, as to matters not governed by ISP98, shall be governed by and construed in accordance with the laws of California, without regard to principles of conflicts of law. We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored by us on delivery of the statement as specified.

All bank charges and commissions are for the account of [Proposer's Name].

Very truly yours,

Authorized Signature and Title



SURETY BOND ACCOMPANYING PROPOSAL

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

BOND ACCOMPANYING PROPOSAL

KNOW ALL BY THESE PRESENTS:

That the undersigned _____ as Principal and the undersigned as Surety are held and firmly bound unto the City of Oakland, a municipal corporation acting by and through its Board of Port Commissioners (the "Port"), as obligee, in the penal sum of One Hundred Thousand and No/100 dollars (\$100,000)(the "Sum") lawful money of the United States of America, for the payment of which Sum and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal _____ is submitting a proposal for the Port's Request for Proposals for Airport Shuttle Bus, Ground Transportation & Curbside Management Services (the "RFP").

THE CONDITION OF THIS OBLIGATION IS SUCH that if the proposal submitted by the said Principal _____ be accepted and the contract be awarded to said Principal _____ and said Principal _____ shall within the time period set forth in the RFP after such award enter into the contract so awarded and provide the required Fidelity and Surety Bonds required by the contract and any required Guaranty and all other endorsements, forms and documents required under the RFP, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of, _____ 2017.

Principal:

By:

Its:

(If Corporation: Chairman, President or Vice President)

By:

Its:

(If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

Surety:

BY:

Attorney in Fact

END OF DOCUMENT



Insurance Acknowledgement Statement

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

I hereby certify that _____ (Legal Name of Contractor) agrees to meet all of the Port's Insurance requirements included as **EXHIBIT M** in the 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

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

Attachment 11

Services Agreement

(RFP No. 17-18/03)

OAKLAND INTERNATIONAL AIRPORT

OPERATING AGREEMENT

FOR

AIRPORT SHUTTLE BUS SERVICES

AND

GROUND TRANSPORTATION & CURBSIDE MANAGEMENT SERVICES

BETWEEN

**CITY OF OAKLAND,
A MUNICIPAL CORPORATION, ACTING BY AND THROUGH
ITS BOARD OF PORT COMMISSIONERS**

AND

[_____]

DATED

[DECEMBER 1, 2017]

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**OPERATING AGREEMENT FOR
AIRPORT SHUTTLE BUS SERVICES AND
GROUND TRANSPORTATION & CURBSIDE MANAGEMENT SERVICES**

THIS OPERATING AGREEMENT FOR AIRPORT SHUTTLE BUS, GROUND TRANSPORTATION & CURBSIDE MANAGEMENT SERVICES (“Agreement”), dated as of the **1st day of December 2017**, is entered into by and between the CITY OF OAKLAND, a municipal corporation (“City”), acting by and through its Board of Port Commissioners (hereinafter referred to as the “Port” or “Port of Oakland”), and [_____], a _____, as the operator (hereinafter referred to as the “Operator”).

WITNESSETH:

WHEREAS, the Port has under its jurisdiction and control certain public automobile parking facilities, including the Premier Lot, the Hour Lot, the Daily Lot, the Economy Lot, the Employee-Permit Parking Lots, and any other parking lots designated in writing by Port as being subject to this Agreement (hereinafter referred to collectively as the “Parking Facilities”), at the Oakland International Airport (“Airport”); and

WHEREAS, the Port desires to provide airport shuttle bus services (the “Shuttle Bus Services”) between the Parking Facilities and the passenger terminal buildings (the “Terminals”) for the convenience of the air traveling public and others using the Airport; and

WHEREAS, the Port further desires to provide on-call BART-OAK Bus Bridge Services between the Airport and the San Francisco Bay Area Rapid Transit District (“BART”) Coliseum/Oakland Airport Station (the “Station”), a metro rail system, for the convenience of the air traveling public and others using the Airport (“Bus Bridge Services”); and

WHEREAS, the Port further desires to provide Bus Shuttle, Ground Transportation and Curbside Management Services (the “Services”) at the Airport for the safety and convenience of the air traveling public and others using the Airport; and

WHEREAS, Operator has the requisite experience and expertise in the management and operation of the Services; and

WHEREAS, the Port desires to retain Operator as an independent contractor to manage and operate the Services in accordance with this Agreement;

NOW THEREFORE, in consideration of the terms, covenants and conditions contained herein to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

1. RETENTION OF OPERATOR

The Port does hereby retain Operator, and Operator agrees with the Port, to manage and operate as an independent contractor, and to provide the Services described in this Agreement, and as such Services are further described in **EXHIBIT A-I** and **EXHIBIT A-II**, attached hereto and

by this reference incorporated herein. The Operator agrees to provide such Services at locations at the Airport as directed from time to time by the Port's Director of Aviation (hereinafter the "Director" or "Director of Aviation") or the Director's designees, including the Port's Assistant Director of Aviation, any of the Port's Business Office staff, the Port's Landside Operations staff, the Port's Airport Duty Manager, or any individual authorized as a designee by the Director (any of the aforementioned individuals hereinafter referred to as the "Designee"). The Operator shall be responsible for all functions related to staffing, supervision and overall professional management of the Services hereunder, including hiring, training and assigning drivers and curbside coordinators, monitoring schedule adherence by drivers and curbside coordinators, evaluating service effectiveness, and coordinating with designated Port staff and Port contractors with respect to maintenance of the shuttle buses used to provide any of the Services (the "Shuttle Buses").

2. TERM OF AGREEMENT

2.1 Term

The term of this Agreement shall be for an initial term of three (3) years commencing **December 1, 2017** (the "Commencement Date") and terminating on **November 30, 2020**, unless the Port exercises one or more of its extension options provided for in **Section 2.2 below**, in which case this Agreement shall terminate the last day of the last Extension Term exercised by the Port pursuant to **Section 2.2 below**. The term "Operating Term" shall mean the term of this Agreement as provided in this **Section 2.1**, and any Extension Term of this Agreement resulting from the Port's exercise of its extension options under **Section 2.2 below**.

2.2 Agreement Extension Options

The Port shall have the right, at its sole discretion, to extend this Agreement for up to two (2) extension options of one (1) year each (each referred to herein as an "Extension Term"). Each extension option shall be exercised by the Port providing notice thereof in writing to Operator not less than sixty (60) days before the last day of the initial term or applicable Extension Term. Notwithstanding any other provision of this Agreement, the Port's Executive Director or the Director of Aviation may terminate this Agreement with or without cause at any time as provided in **Section 24.1 below**.

2.3 Transition Period

For a period of thirty days prior to the Commencement Date (the "Transition Period"), the Port shall provide access to Operator to the Shuttle Bus fleet, the Terminal curbsides, and related facilities to prepare for Operator's commencement of the Services on the Commencement Date. Prior to the commencement of the Transition Period, Operator shall furnish the certificates of insurance to the Port of Oakland Risk Management Department evidencing that the insurance requirements under the Agreement are met. The indemnity provisions of **Section 18 below** shall apply to the acts or omissions of the Operator and of the Operator's officers, agents, employees, contractors, subcontractors, subtenants, invitees, vendors, suppliers, or licensees during the Transition Period to the same extent such provisions apply during the Operating Term. New Operator has no direct operating responsibility during the Transition Period.

3. SCOPE OF WORK; OPERATOR OBLIGATIONS

The Operator agrees to provide the Services as directed from time to time by the Director or the Designee. Operator further agrees that its management and operation duties shall include the following duties to be performed in the following manner:

3.1 General

The Shuttle Bus Services described in **Section 3.2 below** and **Exhibit A-I**, and the Ground Transportation & Curbside Management Services described in **Section 3.3 below** and **Exhibit A-II**, are collectively referred to in this Agreement as the “Services”.

3.2 Shuttle Bus Services

During the Operating Agreement, Operator shall provide the highest level of professional, courteous, safe, and efficient Shuttle Bus Services in a quiet and orderly manner, so as not to annoy, disturb, injure, harm or offend the general public, the tenants of the Airport, and Port personnel in any manner, all in conformance with industry standards and in compliance with all Laws. Operator shall perform the Shuttle Bus Services as specified in this Agreement to all Airport users and patrons, including but not limited to, airline passengers, tourists, the general public, government officials, diplomats and all other users of the Airport at and between the Parking Facilities and Terminal Buildings.

Operator shall perform the Shuttle Bus Services as directed from time to time by the Director or the Designee, and in accordance with the rules and regulations and operational procedures established or approved from time to time by the Port. The operational procedures shall be established or approved by the Director or the Designee. All such service shall be consistent with the standards and specifications set forth in **Exhibit A-I**, entitled SHUTTLE BUS SERVICE REQUIREMENTS.

3.3 Ground Transportation & Curbside Management Services

During the Operating Term, Operator shall provide the highest level of professional, courteous, safe, and efficient Ground Transportation & Curbside Management Services in a quiet and orderly manner, so as not to annoy, disturb, injure, harm, or offend the general public, the tenants of the Airport, and Port personnel in any manner, all in accordance with industry standards and in compliance with all Laws. Operator shall perform the Ground Transportation & Curbside Management Services on the Airport terminal curbsides and in the commercial vehicle Hold Lot currently located off Earhart Road in the North Field (“Hold Lot”) as specified in this Agreement to accommodate all Airport users and patrons, including but not limited to airline passengers, tourists, and the general public using commercial ground transportation services at the Airport. The curbside operating areas and Hold Lot location may be changed by the Director or Designee when and if required.

Operator shall perform the Ground Transportation & Curbside Management Services as directed from time to time by the Director or Designee, in accordance with the rules and regulations and operational procedures established or approved by the Port. The operational procedures shall

be consistent with the standards and specifications set forth in **Exhibit A-II**, entitled GROUND TRANSPORTATION & CURBSIDE MANAGEMENT SERVICE REQUIREMENTS.

3.4 Shuttle Bus Fleet Maintenance Agreement

Operator acknowledges that the Port maintains agreements with other contractors to perform specified bus maintenance tasks (“Maintenance Contractor(s)”) and agrees to comply with all provisions of the Maintenance Agreement(s) and with any other agreements with any other party or parties for additional shuttle buses, copies of which shall be provided by Port to Operator, including without limitation, compliance relating to operation of the buses, notifications to the Maintenance Contractor(s), such other party or parties, or Port staff, and safety procedures. All such service shall be consistent with the standards and specifications set forth in **Exhibit S**, entitled SHUTTLE BUS FLEET MAINTENANCE AGREEMENT, attached hereto and by this reference incorporated herein. Operator acknowledges that the Port may solicit and retain new maintenance contractors and Operator agrees to comply with the Maintenance Agreement(s) or other agreements with any such new maintenance contractors.

3.5 Schedule

Operator agrees to provide the Services at such locations as specified in **Exhibits A-I, and A-II**, per scheduled hours, seven (7) days per week, every day of the year, legal holidays included, unless and until such other hours of Services or other locations are established in writing by the Director or the Designee, and, in such case, Operator shall provide these Services during those hours and from those locations.

3.6 Resources

Operator shall dedicate sufficient staff, equipment and other resources exclusively to implement the Services as specified in this Agreement and shall not divert such dedicated staff, equipment or resources to any other shuttle bus service, curbside management service, or other business. The Operator shall assist the Port in promoting the use of the Services by the public. Except as otherwise authorized by the Port’s Executive Director or Designee in writing, neither the Operator nor any of its owners or Affiliates (as defined below) shall operate a shuttle bus service, or provide management services or any other services substantially similar to any of the Services, between the Terminals and any other location located outside of the Airport but within a seven (7)-mile radius of the boundary of the Airport boundary during the Operating Term. As used in this **Section 3.6**, Affiliate shall mean, with respect to any person or entity, another person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity.

3.7 Expense Budget

Operator shall provide the Services within budget amounts established pursuant to this Agreement. The OPERATING BUDGET FOR THE SERVICES, for the first year of the Operating Term is attached hereto as **Exhibit B** and made a part of the Agreement and incorporated herein by reference (the “Shuttle Bus and Curbside Management Budget”). The Budget for each additional year of the Operating Term will be prepared by Operator and approved by Port in accordance with the requirements of **Exhibit D**, and any reference to a “Budget” in this Agreement

for the initial term shall refer to the applicable Budget attached to this Agreement, and for any subsequent year of the Operating Term shall refer to the Budget so approved by Port. Annual operating budgets are prepared on a fiscal year basis, from July 1st to June 30th each year. Except for expenses approved by the Port for those expenses relating to additional services or for timing variations, and except as otherwise expressly provided in this Agreement, the annual budget set forth in the Budget will establish the maximum amount reimbursable by the Port for the Port's fiscal year.

Where this Agreement or any of its Exhibits requires the Port's approval of any expenditure to be reimbursed by Port to Operator or of any increase in the amount of any payment to be made by Port to Operator hereunder, the Port's approval must be in writing and must be from the Director or the Designee, but notwithstanding any provision of this Agreement or any of its Exhibits to the contrary, such approval may be obtained before or after any such expenditure was incurred by Operator.

4. MANAGEMENT FEE

In addition to Port's reimbursements of the Reimbursable Expenses (as defined in **Section 5.3**), subject to the limitations contained in this Agreement, and as compensation for all Services hereunder during the Operating Term, the Port shall pay to the Operator the following aggregate management fees (collectively the "Management Fee"):

4.1 Fixed Management Fee

The Port will pay Operator a fixed Management Fee of \$ _____ in the first year of the Operating Term. This fee includes Operator Profit, Overhead including senior staff compensation (including salaries, healthcare and other fringe benefits), and other corporate overhead, and insurance premiums for insurance as required in **Exhibit M**, excluding Workers' Compensation premiums. The portion of Overhead that includes compensation for senior operator staff includes the following positions: **General Manager, Assistant General Manager and Accounting Manager**. The Operator's proposed profit component of this fee, and the "Other Overhead" portion that excludes senior staff compensation, **is allocated 50% for the Shuttle Bus Services and 50% for the Ground Transportation & Curbside Management Services in the first year of the Operating Term**. The Profit and Overhead components of the fixed Management Fee payable during the second and each subsequent year of the Operating Term shall be subject to adjustment as provided in **Section 9 below**.

Operating Profit:	\$
Overhead: Senior Staff Compensation	\$ General Manager
(Include a break-down by positions of salaries, healthcare, and other fringe benefits)	\$ Assistant General Manager
	\$ Accounting Manager
Overhead: Corporate	\$
Subtotal: Overhead:	
Insurance Premiums:	
Total Fixed Fee:	

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FURTHER DOWN**

4.2 Insurance Premiums

The insurance premiums included in the fixed Management Fee shall include the following maximum amounts in each contract year, for required insurance coverages specified in **Exhibit M** of this agreement.

Contract	Annual
<u>Year</u>	<u>Amount</u>
1	\$
2	\$
3	\$
4	\$
5	\$

4.3 Payment of Management Fee

The fixed Management Fee will be paid by the Port in twelve equal monthly installments in each year of the Operating Term. The Port will remit payment to Operator after timely receipt of a monthly Operations and Expense Report and concurrent invoice of allowed Reimbursable Expenses incurred during each respective month covered by the Operations and Expense Report, as further described in **Section 5.3 below**. Each such invoice will contain a Management Fee equal to one-twelfth (1/12) of the approved annual Fixed Management Fee. The invoiced, payable Management Fee shall be adjusted to reflect reduced expense due to vacant management positions for which total compensation (including benefits) is included in the Management Fee.

5. EXPENSE REIMBURSEMENTS

Operator shall pay all Reimbursable Expenses (as defined in **Section 5.3 below**) incurred in performing the Services at the Airport, approved by the Port pursuant to **Section 3.7 above** and pursuant to reimbursement procedures set forth in attached **Exhibit D**, in accordance with the policies and procedures set forth in this Agreement and subject to the limitations contained in this Agreement.

5.1 Healthcare Premiums

Contractor shall be reimbursed for healthcare premiums for staff not represented by a labor union, at the following rates. Reimbursed premiums shall be net of employee contributions.

Premium Level	Monthly Premium-Plan 1	Monthly Premium-Plan 2
Individual Employee	\$	\$
Individual + one person	\$	\$
Individual + two or more persons	\$	\$

Healthcare premiums for staff represented by a labor union shall be reimbursed at the amount noted in the applicable collective bargaining agreement unless said staff are enrolled in the company's plan, in which case reimbursement shall be at the level noted above. However, annual increases in health insurance premiums for represented staff shall not exceed 7%. Represented staff who elect to forego health insurance coverage may not apply the value of this benefit to other fringe benefits.

5.2 Workers Compensation Insurance

Contractor shall be reimbursed for workers' compensation insurance premiums for all staff at a rate of X.XX% of direct labor expense, excluding employee payroll taxes and fringe benefits. Workers Compensation insurance premiums that are based on overtime pay shall be applied on a net-straight time basis.

5.3 Monthly Reports and Budget

Operator shall submit to the Port accurate monthly reports detailing operating expenses for the previous month for which Operator is seeking reimbursement from the Port, pursuant to reimbursement procedures set forth in attached Exhibit D hereof (the "Operations and Expense Report"). No later than thirty (30) business days following the Port's receipt of the reports and supporting documentation required by this Agreement and subject to the Port's set-off rights provided for in this Agreement, the Port shall reimburse to the Operator actual, properly documented expenses, without markup or premium, that are applicable to the month covered by the report, provided such expenses are reimbursable in accordance with attached Exhibit D ("Reimbursable Expenses"), unless otherwise provided in this Agreement, and as such Budget may be adjusted pursuant to **Section 9 below**. The provisions of this **Section 5.3**, and of **Section 3.7 above** and Exhibit D, shall not prevent Operator from being reimbursed for expenses properly attributable to a month and that were not covered by the report for such month, provided that (i) any such expense could not be properly documented by Operator at the time such report was submitted to Port, (ii) Operator submits proper documentation for such expense and an amended report within sixty (60) days after the end of the month in which such expense was actually incurred, and (iii) such reimbursement will not cause the total or line items amount for that month for that Service set forth in the approved budget that includes that month to be exceeded unless otherwise provided in this Agreement. Until receipt of all such certifications, reports and supporting documentation, the Port shall have no obligation to pay to Operator any of the aforesaid amounts. All Operator operations must be fiscally responsible and adhere to rigorous budget accountability. The Operator shall be strictly accountable for all expenses, and shall provide Port with a detailed monthly budget report, which shall include detailed explanations of significant budget variances, as determined by the Port. Operator shall meet with Port staff on a monthly and

quarterly basis to review adherence to the approved annual expense budget, explain significant variances, and develop a plan to maintain budget adherence. In the event of a disagreement between the Operator and the Port, the Port retains the sole authority to reasonably and in good faith determine whether a proposed expense is reimbursable.

5.4 Personnel Expenses

Personnel expenses actually paid to perform the Services shall be charged to the Port at the salaries or rates set forth in the applicable Budget approved by Port, as calculated according to the methods included in attached **Exhibit D**, without any markup and subject to the limitations contained in this Agreement. Annual cost of living salary increases that apply to represented staff shall be effective starting with the first pay period beginning in the month of July.

5.5 Overbilling and Overpayment

If in any given month, the Operator submits a report, invoice or bill that overstates the actual expense to the Operator of a Reimbursable Expense or charges the Port for more than what should properly be charged to the Port pursuant to this Agreement and the Port makes such reimbursements or payments to the Operator in reliance on such report, invoice or bill, Operator shall immediately:

- a. Repay the Port for any such amount of overpayment together with interest equal to twenty-five one-thousandths of one percent (.025%) of such amount for each day from the day the Port made its reimbursement or payment to the Operator until the day the overpayment is refunded to the Port, but not to exceed the maximum rate of interest permitted by law;
- b. If the amount of the overpayment is more than two percent (2%) of the sum which should properly have been reimbursed or paid to the Operator, the Operator shall, in addition to **Section 5.5a above**, pay a \$200.00 Administrative Fee for each invoice, report or bill which overcharges the Port, not to exceed \$500.00 per month, to compensate the Port for the administrative services and burdens in such overpayment recovery; and
- c. If the amount of the overpayment is more than five percent (5%) of the sum which should properly have been reimbursed or paid to the Operator, the Port shall, in addition to remedies provided for in **Sections 5.5a and 5.5b above**, have the right to terminate this Agreement for cause.

In addition to remedies provided for in **Sections 5.5a through 5.5c above**, Operator shall pay the cost of any audit by the Port Audit Department (including salary, fringe benefits, other direct expenses of the audit and an additional 20% of those costs to cover administrative charges) if such audit reveals, uncovers or identifies an overpayment of more than two percent (2%) of the sum which properly should have been reimbursed or paid, less a credit for any Administrative Fee charged pursuant to **Section 5.3c above**.

As an example, but without limitation, submitting a duplicate bill, invoice or report or a request for reimbursement resulting in a duplicate payment to the Operator or a request for reimbursement of an expense that is not a Reimbursable Expense resulting in any payment by Port shall be considered an overpayment by the Port for purposes of this **Section 5.5**.

The Port's approval of an expenditure pursuant to **Sections 3.7 above** or **Exhibit D** to this Agreement shall not waive any of the Port's rights under this **Section 5.5** unless the amount of the overstatement or the amount of the excess charge was described as such in a written disclosure to the Director or the Designee and was approved in writing by the Director or the Designee after such written disclosure.

Any amount owed by Operator to Port pursuant to this **Section 5.5** or any other provision of this Agreement may be set-off by Port against the Management Fee or any other amount otherwise payable by Port to Operator pursuant to this Agreement, including, without limitation, payment of Reimbursable Expenses.

6. COLLECTION OF VOUCHERS

6.1 Trip Fees and Vouchers

Ground Transportation Trip Fees are established by ordinance adopted by the Board of Port Commissioners.

The Airport currently requires taxicabs and on-demand shuttle operators to pay trip fees through fee vouchers ("Vouchers"). Vouchers are collected by the curbside coordinator from each operator accessing the curb to pick up passengers. Operator will be responsible for the collection of Vouchers from taxicabs and on-demand door-to-door shuttle operators. Vouchers will be collected by the curbside coordinators and returned to the Airport along with activity reports as described below.

Operator will prepare daily and monthly activity reports summarizing the taxicab and door-to-door shuttle activity, as described in **Exhibit A-II**.

6.2 Voucher Reconciliation

This task involves daily reconciliation of Taxi and Shuttle van trip volumes. Specifically this involves balancing and reconciling the volumes of:

- a.** Vehicles departing the North Field-Earhart Rd. Holding Lot
- b.** Vehicles arriving at the taxi and shuttle stands at the terminal curbs both at Terminal 1 and Terminal 2
- c.** Vouchers collected

The resulting volumes in a, b and c should match.

7. BOOKS AND RECORDS; ACTIVITY REPORTS

7.1 Maintenance and Production of Books and Records

Operator shall maintain complete and accurate books of account and supporting documents including records and logs required to be kept as specified in contract Exhibits (collectively “books and records”) in a form consistent with generally accepted accounting principles, including such books and records as would normally be examined by an independent certified public accountant in performing an audit or examination of Operator’s receipts and expenses in rendering the Services in accordance with generally accepted accounting principles. The Operator shall maintain full and adequate records in accordance with Port requirements to show the actual costs incurred by the Operator in the performance of the Services, including employee timecards and payroll receipts required to be kept pursuant to **Exhibit J**.

7.2 Inspection of Books and Records

All such books and records shall, upon reasonable notice from Port, be made available either at the offices of the Port or at the offices of the Operator, for inspection and copying by the Port through its duly authorized representative. If such books and records are not kept and maintained by Operator within a radius of ten (10) miles from the offices of the Airport Business Department **at 1 Airport Drive**, Oakland, California, Operator shall, upon request of the Port, make such books and records available to the Port for inspection at a location within said ten (10) mile radius or Operator shall pay to the Port the reasonable and necessary costs incurred by the Port in inspecting Operator’s books and records, including, but not limited to, travel, lodging, and subsistence costs. Operator shall provide such assistance as may be reasonably requested by the Port in the course of such inspection. The Port further reserves the right to examine and reexamine and copy said books, records and data during the three (3) year period following the expiration or earlier termination of this Agreement, as evidenced in writing by the Port. The Operator shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the Port makes the final or last payment under this Agreement; provided, however, that if prior to the expiration of such three (3) year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced relating to this Agreement by the Port or the Operator, such books and records shall continue to be maintained by Operator, and Port shall continue to have the right to inspect and copy such books and records in the manner stated above, until the audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for such appeal).

7.3 Port Audit

The Operator shall provide an Audit Manual (“Audit Manual”) to the Director, within thirty (30) days from the Commencement Date, for review and approval by the Director or the Designee. The Operator shall devise, revise, comply with, and maintain the Audit Manual under the same terms and conditions as provided for in the Operations and Procedures Manual submitted pursuant to **Section 10.2 below**. **Exhibit I** attached to this Agreement provides information to assist in structuring such manual and shall be replaced by the Operator’s Audit Manual once approved by the Director or the Designee.

7.4 Audit of Other Records

During the Operating Term and during the three (3) year period following the expiration or earlier termination of this Agreement, in addition to its rights under **Section 7.2 above**, the Port may audit any or all payments made by the Port as reimbursements for expenses pursuant to this Agreement. In case of such audit, the Operator shall make available to the Port any and all ledgers, books of accounts, canceled checks, and other records or documents evidencing or relating to revenue collections, expenses, payroll records, and staffing schedules of personnel assigned to the Services and such other evidence or information as the Port may require with regard to any revenues, payroll, or other expenditure charged by the Operator. The Port shall notify the Operator of such audit and Operator shall provide such records in the manner, time, and place as provided for in **Section 7.2 above** and in attached **Exhibit G**.

7.5 Activity Reports

Operator shall keep and maintain reports as specified in **Exhibits E** and notwithstanding any provision to the contrary contained in this Agreement, shall make such reports available for inspection and review immediately upon request by the Port.

7.6 Deductions From Payments To Operator

The Port shall have the right to deduct from the Management Fee or any other amount payable to the Operator (including, without limitation, payment of Reimbursable Expenses), upon written notice, any unauthorized or disputed expenses, any Administrative Fees imposed, overpayment of expenses by the Port and any other amounts owed by Operator 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 Operator to perform or fulfill any of its obligations under this Agreement, then the Port shall have the right to deduct these sum(s) from the Management Fee or any other amounts payable to the Operator including, without limitation, payment of Reimbursable Expenses.

7.7 Computer Files

Operator shall provide, at its expense, a computerized system to maintain all records of the Services (“Computer System”), which shall be submitted to the Director for review and approval within thirty (30) days from the Commencement Date. Operator shall maintain the Computer System and back-up files on at least a weekly basis and keep such back-up files for a period of at least one (1) year. Operator shall, at its expense, provide to the Port copies, in electronic form, of the back-up files upon written request from the Director or the Designee. In addition, upon the expiration or earlier termination of this Agreement, Operator shall provide, in electronic form, to the Port all of the back-up files it was required to maintain under this **Section 7.7** Operator’s obligations under this **Section 7.7** shall not limit its obligations under **Sections 7.1 - 7.5 above**.

7.8 Tolling

Operator agrees to toll commencing on the first day of an audit and ending four (4) years thereafter, any matter arising out of an audit by or on behalf of the Port pursuant to this Agreement. In addition to any tolling provided for in this Section, and regardless of whether or not the Port commences an audit, Operator agrees to waive, to the greatest extent permitted by applicable law, the defense of laches, statute of limitations, or any other defense based upon the Port's failure to timely file an action with regard to any matter arising out of this Agreement or an audit. The tolling agreement and waiver set forth in this Section shall be inadmissible in any proceeding to determine liability or damages or any issue in dispute (other than such tolling or waiver itself) under this Agreement or an audit.

8. ADMINISTRATIVE FEES

Exhibit F, entitled ADMINISTRATIVE FEES, is attached to and made a part of the Agreement and incorporated herein by reference.

8.1 Reasonable Estimate of Port Expenses

The parties agree that certain aspects of the Operator's performance are extremely important to the Port and that the Operator's failure to perform these activities will result in administrative and monitoring expenses and burdens on the Port and its staff. Therefore, the parties agree that the administrative fees described in attached **Exhibit F** are reasonable estimates of such expenses and will be imposed on the Operator, unless waived in writing at the sole discretion of the Director or the Designee as provided in **Section 8.2 below**.

8.2 Waiver

The Director or the Designee may elect to waive an assessment of Administrative Fees for a particular violation; however, that waiver shall not apply to prior or subsequent violations and shall not be deemed to set a precedent for further waivers. If the Operator disputes the violation that resulted in the imposition of an Administrative Fee, it may submit to the Assistant Director of Aviation, within ten (10) days of its receipt of written notice of the Administrative Fee, a written request for a review of such Administrative Fee pursuant to Article 11.3 of the Airport's Rules and Regulations (Port Ordinance No. 4362 or the comparable provisions of any successor thereto), in which event the hearing procedures set forth in said Article 11.3 shall be applicable to Port and Operator with respect to such Administrative Fee.

8.3 Assessment

Any Administrative Fees shall be assessed by the Director or the Designee by written notice to Operator identifying the performance failure that resulted in the assessment of such Administrative Fees. No Administrative Fees will be assessed if the performance failure is due to any event of Force Majeure, as defined in **Section 36.10 below**.

9. MANAGEMENT FEE AND REIMBURSEMENT ADJUSTMENT

a. Adjustment to Budget and Management Fee During Operating Term

- b. The annual Operating Budget for each Extension Term shall be developed by the Operator during the Port's annual budget development period (typically during the second quarter of each calendar year). The Budget shall specifically reflect current and proposed operations schedules and shall be reviewed and approved by Port staff as part of the Port's annual operating budget development process.
- c. Should any Senior Management position, for which total compensation is included in the Fixed Management Fee, become vacant, the invoiced and payable Management Fee shall be adjusted to reflect that vacancy, for as long as that position is vacant. Such adjustments shall reflect reduction in applicable salary, fringe benefits, and related payroll taxes.
- d. The profit and overhead components of the fixed Management Fee (excluding insurance premiums) for the Services for the second and each subsequent year of the Operating Term will be adjusted by either a percentage (including a negative percentage) equal to the change in the Consumer Price Index from the previous year, or an increase of three percent (3%), whichever is less, or such greater amount as the Port may approve in writing, which approval may be granted or denied in the Port's sole discretion.

For the purposes of this Agreement the "change in the Consumer Price Index" is defined as the difference between the Consumer Price Index, Urban Wage Earners and Clerical Workers, (base year 1982 - 1984 = 100) for the San Francisco – Oakland - San Jose CMSA, published by the United States Department of Labor, Bureau of Labor Statistics ("Index") that is published most immediately preceding the most recent anniversary of the Commencement Date ("Extension Index") and the Index published most immediately preceding the commencement date of the prior term ("Beginning Index"). If the Extension Index published has increased or decreased compared to the Beginning Index, then except as otherwise provided in this **Section 9**, the new Management Fee shall be set by multiplying the Management Fee for the prior term by the quotient of Extension Index (numerator) divided by the Beginning Index (denominator). If any of Operator's union employees obtain a wage increase during the Operating Term, then the salary/wage portion of the operating budget for the Extension Term will be adjusted for the salary or wage increase for any union employee position or category (in lieu of the increase provided for above for that portion of the Budget); provided, however, that without the written approval of the Director or the Designee, which the Port agrees will not be unreasonably withheld or delayed, such increase for any of Operator's union employees shall not be in excess of the annual percentage increase for the general wage as set forth in the most current Memorandum of Understanding with the Port and SEIU Local 1021.

9.2 Change In Service Locations, Level, And Scope Of Services

The Port, through the Director or the Designee, may from time to time by prior written notice to Operator, increase or decrease the locations at which Services shall be provided, increase or decrease the required staffing or the hours during which Services shall be provided, change the locations at which the Services are to be provided, or the levels of service provided. Such changes may be temporary in nature, for example to facilitate temporary or long-term airport construction; or either longer term or permanent in nature due to completion of construction projects or changes

in the demand for services. In the event the Port proposes to add or and/or reduce the Operator's scope of service, or increase or decrease the hours of operation or staffing from those established pursuant to **Exhibits A-I and A-II**, the Port shall calculate such Services and shall review the Budgets and Reimbursable Expenses with the Operator and make respective adjustments, but shall make no adjustment to the Management Fee.

For all other changes to the Services, if the adjustment in Services shall increase or decrease the Services by at least twenty-five percent (25%) of the Services detailed in **Exhibits A-I and A-II**, then the parties will agree on a reasonable increase or decrease, if any, to the Budgets, Reimbursable Expenses and the Management Fee, which shall be set forth in an addendum to this Agreement executed by the Operator and the Director (any such adjustment to the Budgets, Reimbursable Expenses or the Management Fee shall be negotiated and agreed upon in good faith by the parties, and the Port reserves the right to terminate this Agreement on thirty (30) days' written notice to the Operator if the parties are unable to agree in good faith on the amount of adjustments.) Adjustments to the Budgets and Reimbursable Expenses shall reasonably approximate the pro-rata adjustment in the Services. Adjustments to the Management Fee shall reasonably compensate for the adjustment in the Services provided by the Operator, but need not be made on a pro rata basis. In addition, if the Port exercises its right under this **Section 9.2** to entirely eliminate the Services, then the Port will no longer pay any Management Fees for those eliminated Services.

Operator acknowledges that the Port does not represent or warrant the accuracy of any financial or statistical information provided by the Port, or that past passenger traffic levels or any forecast of future passenger traffic levels at the Airport will be achieved, or that airlines currently serving the Airport will continue to serve the Airport in the future. Port reserves the right to further develop, improve, repair, and alter the Airport and all roadways, Parking Facilities, Terminal facilities, landing areas and taxiways as it may see fit, free from any and all liability to Operator for loss of business or damages of any nature whatsoever to Operator occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of Port or its employees, agents, or contractors.

10. OPERATIONS

10.1 Reserved

10.2 Operations And Procedures Manual

Operator shall develop an Operations and Procedures Manual ("Operations Manual"), or modify the Port's existing operations and procedures manual based upon its best judgment and best industry standards, and shall provide a copy to the Director and the Designee, within thirty (30) days from the Commencement Date, for review and approval by the Director or the Designee. The Operator will confer with the Director or the Designee in its preparation of the Operations Manual and shall revise the Operations Manual from time to time as required by the Director or the Designee. The current operations and procedures manual, which is attached to this Agreement as **Exhibit I**, shall be replaced by a version containing the Operator's proposed modifications, as approved in writing by the Director or the Designee.

The Operations Manual shall provide basic guidance on policies, practices, and procedures covering all aspects of service management and operation, including but not limited to standards of performance. The Operator shall keep the Operations Manual current and shall comply with its provisions throughout the Operating Term. Any revision shall be subject to the written approval of the Director or the Designee. Each revision to the Operations Manual shall have a revision number and date. The Operations Manual shall become an integral part of the Agreement, but in the event of any conflict between the Operations Manual and this Agreement, the terms of this Agreement shall prevail. The Operations Manual, including all revisions as approved by the Director or the Designee, is herein incorporated into and made a part of this Agreement. The failure of the Operator to comply with or satisfy the requirements as spelled out in the Operations Manual shall be an Event of Default hereunder, entitling the Port to all of the remedies set forth herein.

10.3 Report Of Injuries Or Loss

The Operator, using a form provided by the Port, shall immediately report any personal injuries, property loss or damage, threats or potential threats against life or property or any incident or activities that present imminent danger to health and safety of the general public. Any emergency conditions requiring immediate attention are to be reported by telephone immediately to the Airport's 24-hour line and to the Alameda County Sheriff or as otherwise directed in writing by the Port. A follow-up written report, using a form provided by the Port, delineating the emergency condition and corresponding action taken shall be submitted to the Port within 24 hours. Failure to provide a written report within 24 hours shall result in the assessment of an Administrative Fee as specified in **Exhibit F**.

Any emergency conditions requiring immediate attention are to be reported by telephone immediately to the Airport's 24-hour line and to the Alameda County Sheriff. For any incident that does not involve the Shuttle Buses, a follow-up written report delineating the emergency condition and corresponding action taken shall be submitted to the Port within 24 hours. Failure to provide such written report within 24 hours shall result in the assessment of an Administrative Fee as specified in **Exhibit F**.

10.4 Report of Incidents Involving Shuttle Buses

For any incident involving the Shuttle Buses, in lieu of the follow-up written report specified in **Section 10.3 above**, a follow-up written report shall be submitted to the Port within four (4) days and shall delineate the following:

- a. Details of the incident, including the date, time, place, and manner of occurrence (if known);
- b. Shuttle Bus driver's and/or Coordinator's account of the incident;
- c. On-Duty Supervisor's account of the incident;
- d. Witnesses' accounts of the incident (if any), including the names, addresses, and telephone numbers of such witnesses;

- e. Disciplinary action taken and training programs to be provided; and
- f. A copy of the report filed with the California Department of Motor Vehicles for such incident including the date such report was filed.

Failure to provide such written report within four (4) days of such incident shall result in the assessment of an Administrative Fee as specified in **Exhibit F**.

11. PERSONNEL

Exhibit J, entitled PERSONNEL, is attached and made a part of this Agreement.

11.1 Training Manual

The Operator shall provide a Training Manual ("Training Manual") to the Director, within thirty (30) days from the Commencement Date, for review and approval by the Director or the Designee. The Operator shall devise, revise, comply with, and maintain the Training Manual under the same terms and conditions as provided for in the Operations Manual submitted pursuant to **Section 10.2 above**. **Exhibit K** attached to this Agreement provides information to assist in structuring the Training Manual and shall be replaced by the Operator's Training Manual once approved by the Director or the Designee.

11.2 Removal of Employees

The Port, at its sole discretion, reserves the right to require the Operator to remove, and to keep removed, from the Services, the Parking Facilities and the Premises any employee, including drivers, dispatchers or supervisors, if said employee has failed to perform in accordance with any of the terms or conditions of the Agreement, or if said employee is alleged to have been involved in wrongdoing, while those allegations are under investigation. The Operator shall remove from the Services, the Parking Facilities, and the Premises any employee who operates a Shuttle Bus or vehicle recklessly or in a manner that endangers the safety of Airport patrons, under the influence of alcohol or other prohibited substances or who no longer satisfies the requirements set forth in attached **Exhibit J**. The Operator will comply with any request to remove any such employee as soon as written notice is received from the Port. Operator's failure to comply within twenty-four (24) hours of receipt of such notice shall be considered an Event of Default hereunder, entitling the Port to all of the remedies contained in this Agreement. Operator shall immediately remove any employee of the Operator from the Services, the Parking Facilities, and the Premises if the Operator is advised that the Director or the Designee has determined in his or her sole discretion that the seriousness of the incident justifies such immediate removal.

11.3 Uniforms

Operator shall furnish all uniforms at Port's expense to all Shuttle Service personnel in sufficient quantity to assure an official appearance for all such personnel. Standard style uniforms with shirt, tie, badge, trousers, and jackets must be used. All uniforms shall be selected by the Port and obtained from a vendor selected by the Operator and approved by the Port. Operator agrees that each employee shall only use Port-approved uniforms.

11.4 Public Relations

Operator shall operate the Services in compliance with the highest degree of industry operating standards. The Operator shall provide a Public Relations Procedure Manual ("Public Relations Manual") to the Director, within thirty (30) days from the Commencement Date, for review and approval by the Director or the Designee. The Operator shall devise, revise, comply with, and maintain the Public Relations Manual under the same terms and conditions as provided for in the Operations Manual in **Section 10.2 above**. **Exhibit L** attached to this Agreement, provides information to assist in structuring such manual and shall be replaced by the Operator's Public Relations Manual once approved by the Director or the Designee.

12. PREMISES

For the purpose of performing all duties and obligations required by the Agreement and for no other purpose, the Port shall allow Operator, as a licensee, and at no charge to Operator, to use an operations space as well as an a Shuttle Management Office space at the Airport (collectively, the "Premises"), each of a size and in a location to be determined by the Director. The Port reserves the right to terminate the license at any time and to relocate, from time to time and at the Port's expense, the Operator to such other space or location at the Airport as determined by the Director. The license to the Premises provided herein shall cease upon the expiration or earlier termination of this Agreement.

12.1 Maintenance

Except as otherwise expressly provided in this **Section 12.1**, Operator shall provide all custodial services, maintenance, and repairs to the Premises and shall keep the Premises clean, attractive, and in good repair and safe condition, and shall keep all other locations from which any of the Services are provided in a clean and sanitary condition. The Port shall provide at its own expense all maintenance, repairs, and replacement of the structural portion of the Premises, except with respect to damage resulting from negligence or willful misconduct of Operator, its officers, agents, employees, contractors, or invitees, in which case the cost of repair shall be borne by Operator. Operator shall have no obligation under this Agreement to make physical modifications to the Premises or other locations at the Airport where the Services are to be performed to comply with applicable Laws (as defined in **Section 12.6 below**).

12.2 Safe And Sanitary Working Conditions

The Operator shall not permit any part of the Services to be performed under hazardous or dangerous conditions to its employees or the general public. Subject to the limitations in the last sentence of **Section 12.2 above**, the Operator shall comply with all Laws applicable to the Premises, the Parking Facilities and all other locations from which any of the Services are performed. The Operator shall, at least once each day, inspect the areas of the Parking Facilities and on-Airport roadways, and all other locations at which the Services are being provided and the Premises to determine whether any hazardous or dangerous conditions exist or if any such location is in need of maintenance or repair. Operator shall immediately provide Port with telephonic notice, which shall later be confirmed by written notice, of any and all hazardous or dangerous conditions or any need for maintenance or repair at the Parking Facilities and any other locations

where the Services are being provided or at the Premises and of any injuries or damages resulting directly or indirectly therefrom, together with whatever information Operator has about the party responsible for creating any such condition. The Port shall have responsibility for correcting any hazardous or dangerous condition existing at the Parking Facilities or other location where the Services are being provided or, to the extent provided in **Section 12.2 above**, the Premises, following notice to Port by Operator of the existence of such hazardous or dangerous condition. The Operator shall reimburse the Port promptly after its written demand for (a) any liability incurred by the Port (i) which arose out of any hazardous or dangerous conditions, and any injuries or damages resulting directly or indirectly therefrom, caused by the Operator, its officers, agents, employees, contractors or invitees, or (ii) which arose after Operator should have reported such conditions to Port pursuant to the provisions of this subsection, and (b) the costs incurred by the Port to correct any such hazardous or dangerous condition to the extent caused by Operator, its officers, agents, employees, contractors or invitees.

12.3 Utilities

The Port shall pay the cost of all water and electricity utility services to the Premises. The Port will install and pay for all desktop telephone equipment on the Premises. The Port shall determine the number of lines and phones to be provided to the Premises. The Port will reimburse Operator for local telephone charges only, subject to limitations described in **Exhibit D**. Subject to the limitations in **Section 34 below**, the Port shall provide all maintenance and repairs of such telephone equipment to keep such equipment in good working condition, except for damage resulting from the negligence or willful misconduct of Operator, its officers, agents, employees, contractors or invitees, in which case the cost of repair shall be borne by Operator. The Operator shall pay for all other telephone equipment and telephone service costs, which shall not be reimbursable by Port.

12.4 Area Access

For the purpose of performing the Services, the Port grants the Operator and its officers, agents, employees, contractors, or invitees, without charge therefor, the right of ingress to and egress from the Premises, the Parking Facilities, and all other Airport locations from which any of the Services are to be performed by the Operator, its officers, agents, employees, contractors or invitees; provided that such right of ingress and egress shall at all times be exercised in compliance with all applicable Laws and the Airport Rules, Policies and Regulations; and provided further that such right of ingress and egress shall not be construed to prohibit the Port from establishing and assessing a fee or charge for the privilege of entry upon the Airport when such fee or charge is levied upon all users of the Airport, nor be construed to prohibit the Port from assessing a fee or charge on the Operator and its officers, agents, employees, contractors or invitees for parking their personal vehicles in the employee parking areas and on persons conducting business on the Airport.

12.5 Improvements

Operator shall make no alterations or improvements, and shall post no signs, on the Premises or elsewhere at the Airport, except with the prior written approval of the Director or the

Designee, which approval may be denied or conditioned as the Port may determine in its sole discretion. Operator may, at no cost to the Port, and subject to subsequent prompt removal and the prior written approval of the Director or the Designee, at Operator's expense, provide such movable furniture and trade fixtures as Operator deems appropriate. Operator agrees that it will not depreciate for tax purposes any alterations or improvements made by it at the Airport.

12.6 Office Equipment and Property

The Port shall provide the Operator with, or at Port's option reimburse Operator for its actual and reasonable out-of-pocket cost of obtaining, certain office furniture, an office safe, and computers and printers for Operator's use in providing the Services from the Premises during the Operating Term (the "Office Equipment"). If the Services are increased to a level that Port and Operator agree requires the Premises to be expanded, then Port shall provide, or at its option, reimburse Operator for its actual out-of-pocket cost of obtaining, the Office Equipment in the expanded Premises. The Office Equipment shall remain the property of the Port. Any additional office equipment acquired by the Operator shall be at the sole expense and responsibility of the Operator. Operator shall provide all maintenance and repair of all Office Equipment provided by the Port to keep the Office Equipment in good repair. The Port shall reimburse Operator only for Operator's actual out-of-pocket cost of such maintenance or repair, as evidenced by original invoices marked paid by the vendor and such other documents as the Director of the Designee may reasonably request, except for repairs required to repair damage resulting from the negligence or willful misconduct of Operator, its officers, agents, employees, contractors or invitees, in which case the cost of such repairs shall be borne by Operator. If Operator has satisfied its obligations in this subsection and the Office Equipment reaches the end of its useful life, as reasonably determined by the Port, then it will be replaced by the Port, at its expense, or at the written direction of the Director or the Designee, by the Operator, with reimbursement to the Operator by the Port. Operator shall provide the Port at the end of each calendar quarter with a comprehensive inventory of all Office Equipment and other property of the Port in Operator's possession, and of all property of Operator used by it in providing the Services.

12.7 Surrender of the Premises

Upon expiration or termination of this Agreement, the Operator shall vacate the Premises. Operator shall thereupon deliver to the Port the Premises, all Office Equipment, and all other office facilities and equipment belonging to the Port, and, to the extent of Operator's obligations, as set forth in this **Section 12 above** and in **Section 13.7 below**, assure that the Office Equipment and all other equipment belonging to the Port is in good working condition in all respects, reasonable wear and tear excepted, or Operator shall pay to the Port such sums as necessary for the repair of the Office Equipment and any such office equipment. Operator shall also thereupon restore the Premises and the office facilities to their original condition, normal wear and tear excepted. If, at the expiration or earlier termination of the Agreement, the Operator retains ownership of any operating equipment, movable furniture and other trade fixtures used at the Premises and provided at Operator's expense (and not reimbursed by Port), the Operator shall remove any such property; provided that, upon removal of any such operating equipment, movable furniture and other trade fixtures, the Operator shall restore the Premises to the original condition, normal wear and tear excepted. The Operator shall be deemed to have abandoned to the Port any operating equipment, furniture and other trade fixtures which it has failed to remove within fifteen (15) calendar days

after the expiration or termination of this Agreement, unless the Director or the Designee shall grant additional time for this purpose in writing; provided, however, the Port, at its sole option, shall have the right to remove and store same and restore the area to satisfactory condition and hold the Operator liable for all costs incident to such removal, storage and restoration. In the event the Port removes such operating equipment, furniture and other trade fixture, the Port shall not sustain, be charged with, or incur any liability by reason of any damage to same or for such removal or custodial care.

12.8 Inspection

The Port and its Airport staff, including but not limited to administrative staff, facilities staff, custodial staff, Airport authorized persons, and the Port's agents, retain the right at the Port's sole discretion to enter the Premises from time to time to examine and inspect the Premises, the Parking Facilities and all other Airport locations from which any of the Services are to be performed by the Operator with reference to any emergency, or to the general maintenance of said areas, or for the purposes of surveying or viewing the areas for anticipated alterations or improvements, or any other purpose deemed necessary by the Port.

13. EQUIPMENT

13.1 Operating And Maintenance of Equipment

Except as otherwise provided in **Section 12.6 above**, and in this **Section 13.1**, Operator shall provide and maintain, at its own expense, subject to any applicable reimbursement in accordance with **Exhibit D**, all office equipment, service motor vehicles (except the Shuttle Buses which will be provided by the Port), and other supplies and equipment required for Operator to perform its duties and obligations under the Agreement (the "Equipment"). Upon the expiration or earlier termination of this Agreement, Operator shall return all Port-provided (or Port-reimbursed) Equipment to the Port, with any repairs that Operator is required to make pursuant to this **Section 13** completed in a manner that is acceptable to Port.

13.2 Service Vehicles

Operator shall provide and maintain, at its expense and in good working condition, a minimum of four (4) service vehicles approved by the Port, equipped with a two-way radio and a roof-mount light bar to be operated by the Operator's employees. Said vehicles shall be, and at all times remain, the property of the Operator and shall be used solely for the Services. Additionally, each of said vehicles shall possess identical color schemes and markings; the company name in a minimum 4" type style and size; and a company identification number and Airport-issued electrical identification device, so as to be readily identifiable as belonging to the Operator. Each vehicle shall be properly maintained by Operator and shall have no visible body damage at any time.

13.3 Shuttle Buses

Port shall provide the Shuttle Buses necessary to perform the Services and such Shuttle Buses shall remain the property of the Port. Subject to the provisions of **Sections 13.4 and 13.7 below**, the Port shall, or shall cause a third party selected by Port, to properly maintain such

equipment at the Port's expense. Shuttle Buses shall possess identical color schemes, markings identifying the Shuttle Bus Services, identification of the Operator company, and Port electrical identification device, so as to be readily identifiable as being operated by Operator. Such color schemes, identifying markings and identification shall be subject to the approval of the Director or the Designee.

13.4 Maintenance and Repair Of Shuttle Buses

Port has separate agreements for the maintenance and ordinary repair of the Shuttle Buses pursuant to the agreement attached hereto as **Exhibit S**. Operator shall transport Shuttle Buses to the appropriate maintenance facility and at the times designated by the Director or the Designee for periodic maintenance and repair. Operator shall immediately report to the Port and third party repair company selected by Port, or to such other Shuttle Bus repair company as may hereafter be designated by the Director or the Designee by written notice to Operator, all Shuttle Buses, improvements thereto, and equipment, which Operator knows or reasonably should know, are in need of repair, replacement or maintenance.

13.5 Fueling

Operator shall fuel Shuttle Buses and service vehicles at fueling stations and suppliers designated by the Director or the Designee. Costs of fueling the Shuttle Buses or service vehicles at unauthorized fueling stations or from unauthorized suppliers shall not be reimbursable. Operator shall log each refueling for each Shuttle Bus and service vehicle by noting the Shuttle Bus or service vehicle number, the mileage, the date, and the number of gallons. The Port shall only reimburse the Operator for fueling expenses for the Shuttle Buses and service vehicles as set forth in **Exhibit D**, subject to the procedures and limitation set forth in this Agreement.

13.6 Two-Way Radios

Port shall provide Operator with, or at Port's option, reimburse Operator for its actual and reasonable out-of-pocket cost of obtaining two-way radios to establish essential links between the Operator's employees and Port personnel and to minimize the time required to react to and correct any service interruption due to traffic, breakdowns, emergencies, or any other reasons. The number of radio sets to be obtained by Operator shall be pre-approved in writing by the Port. Such equipment shall remain the property of the Port. Subject to the provisions of **Section 13.7 below**, the Port shall, or shall cause a third party selected by Port, to properly maintain such equipment at the Port's expense.

13.7 Extraordinary Damage and Repair

Operator shall at its expense, repair any damage to any Shuttle Bus or replace any equipment provided by the Port that is damaged by

- a. the negligence or willful misconduct of Operator, its officers, agents, employees, contractors, or invitees, or
- b. the operation of the Shuttle Bus in violation of the legal weight, length or width limit of the State of California

provided, however, that to the extent such damage arising out of subpart (a.) or (b.) above is paid by the issuer of automobile physical damage insurance maintained by the Port, then Operator's liability for such damage shall be limited to the amount of the deductible or self-insured retention on the claim arising out of such damage, plus the amount, if any, of such damage not paid by such issuer. Operator shall repair, or pay to replace any Port-supplied Shuttle Bus equipment if such equipment is damaged or destroyed as a result of the acts or omissions of the Operator or its officers, agents, employees, contractors or invitees. Upon damage in need of repair, Operator shall deliver the damaged Shuttle Bus or equipment to a repair facility designated by the Director or the Designee and such Shuttle Bus or equipment shall be repaired pursuant to specifications of the Director or the Designee. In case of a damaged Shuttle Bus that is damaged or destroyed as a result of the acts or omissions of the Operator or its officers, agents, employees, contractors or invitees, and requires the Port to rent a replacement vehicle to maintain scheduled services, Operator shall pay the cost of rental or provision of any substitute Shuttle Bus for the period of repair.

If Operator fails to repair or replace any Shuttle Bus or equipment within a reasonable time, as specified by the Director or the Designee, the Port may repair or replace such Shuttle Bus or equipment at the Operator's expense and shall bill all costs of repair or replacement, along with any applicable Administrative Fees, to Operator. If Operator fulfills its obligations in this **Section 13.7** and any such Shuttle Bus or Equipment reaches the end of its useful life, as reasonably determined by the Port, then such Shuttle Bus or Equipment will be replaced by the Port, at its expense, or at the written direction of the Director or the Designee, by the Operator, with reimbursement to the Operator by the Port.

13.8 Operator's Reporting Obligations

Operator shall immediately report to Port any Shuttle Bus or equipment provided by Port that Operator knows or reasonably should know is in need of service, repair or replacement, or any Port facility or dangerous condition that Operator knows or reasonably should know is in need of maintenance or repair, and such report shall be made to the Airport Business Office during business hours of 8:30 A.M. to 5:00 P.M. Mondays through Fridays (except on Port observed holidays) and to the Port's Airport Operations 24-hour telephone number at times on Mondays through Fridays other than during the business hours described above and at any time on weekends or on Port observed holidays.

14. LIMITATIONS ON OPERATOR ACTIVITIES

14.1 Limitations on Uses

Operator agrees to use the Premises and shall enter and exit the Station, the Parking Facilities and the Airport only for the purposes of providing the Services, performing its obligations hereunder, and the construction, installation, use and maintenance of Operator's improvements in or on the Premises, subject to the Director's or the Designee's prior written approval of such construction or installation.

- a. Operator shall not do or (except to the extent otherwise provided in **Exhibit V**) permit anything to be done in, on or about the Premises, the Parking Facilities, the Shuttle Buses, the Station, or any part of the Airport, nor bring or keep or (except to the extent otherwise provided in **Exhibit V**) permit to be brought or kept thereon, anything which is prohibited by or will in any way conflict with any applicable Laws or the Airport Rules, Policies and Regulations, or which is prohibited by a standard form of fire insurance policy or which will in any way increase or affect the then-existing rate of any fire or other insurance carried by the Port or required to be carried by the Operator under this Agreement, or which will cause a cancellation of any insurance policy covering the Airport, the Parking Facilities, the Station, the Premises, or the Shuttle Buses, and any part thereof or any of their contents.
- b. Operator shall not commit, cause, maintain, or (except to the extent otherwise provided in **Exhibit V**) permit or allow to be committed, caused, maintained, or (except to the extent otherwise provided in **Exhibit V**) permitted, any Toxic Material (as defined in **Exhibit V**) upon the Premises, the Shuttle Buses, the Parking Facilities, the Station, or any part of the Airport, any public or private nuisance, or any other act or thing which may disturb the quiet enjoyment of any tenant, licensee, invitee or person using or occupying any portion of the Airport.
- c. Neither Operator nor its officers, agents, employees, contractors, subcontractors or invitees (collectively the "Operator Parties") shall install, maintain, operate, or permit the installation, maintenance, or operation in, on or about the Premises, the Shuttle Buses, the Parking Facilities, the Station, or any part of the Airport, any vending machine or device designed to dispense or sell foods, beverages, tobacco products or merchandise of any kind to the general public. Such prohibition shall not apply to the vending machines currently installed inside the Premises, or to other vending machines or devices designed to dispense or sell such merchandise to Operator's employees, provided such machines or devices are located within the Premises and approved in advance in writing by the Director or the Designee. No such vending machines or other such devices may be located outside of the Premises.
- d. Operator shall not install, erect, affix, paint or place or permit the installation, erection, affixation, painting or placement of any sign or lettering in, on, or about

the Airport, the Parking Facilities, the Shuttle Buses, the Station, the Premises, or any portion thereof, except as otherwise provided herein.

- e. Operator shall not make any improvements or alterations to the Airport, the Parking Facilities, the Shuttle Buses, the Station, or the Premises without the prior written consent of the Director or the Designee and except as otherwise provided herein.
- f. Operator agrees to conduct its operations upon the Parking Facilities, the Shuttle Buses, the Station, the Premises or any part to the Airport so as to reduce to the minimum that is reasonably practicable the emanation therefrom of, air emissions, fumes and odors.
- g. Operator agrees to handle and dispose of its trash, garbage and refuse in a sanitary manner and not to store or maintain any boxes, cartons, barrels, trash, debris or refuse in or about the Parking Facilities, the Shuttle Buses, the Station, the Premises or any part of the Airport where they will be an eyesore to the public, as reasonably determined by the Director or the Designee. If the Director or the Designee makes such determination, then at the request of the Director or the Designee, the Operator shall promptly remove such boxes, cartons, barrels, trash, debris or refuse from the Airport, or store same in a location approved by the Director or the Designee in the exercise of his or her sole discretion. Operator shall provide its own facilities within the Premises for the cleaning of garbage cans.
- h. Operator and its employees shall not engage in the sale of any product or service, the solicitation of such sale, or the distribution of any literature or goods of any type, at the Airport, except as expressly authorized by written permission signed by the Director or the Designee.

14.2 Environmental Responsibilities

Operator shall comply with **Exhibit V** (Environmental Responsibilities), which shall survive the expiration or earlier termination of this Agreement and which is attached hereto and incorporated in this Agreement.

14.3 Toxic Materials Left by Patrons

Operator shall inspect the Parking Facilities and the North Field Taxi Lot on a daily basis, and shall immediately report to Port, in the manner described in **Section 14.4 below**, the presence of any Toxic Materials (as defined in **Exhibit V**) onboard shuttle fleet vehicles. If Operator can establish to Port's reasonable satisfaction that Toxic Materials on the shuttle vehicles were not caused by Operator, or any Operator Party, then it will be Port's obligation to dispose of such Toxic Materials, provided Operator has complied with its obligation to timely notify Port of the presence of Toxic Materials. In the event Operator fails to immediately notify Port of the presence of Toxic Materials on the shuttle vehicles that were known by Operator to be present, or that should have been known by Operator as a result of its daily inspection obligation, then the provisions of **Exhibit V** shall be applicable to Operator to the same extent as if the Toxic Materials were present due to an Operator Release, including without limitation, Operator's obligations for reporting, Response Actions and remediation of Toxic Materials, and indemnification of the Port.

14.4 Toxic Materials Reporting

Operator's obligation under this Agreement to immediately report to Port or to immediately provide Port with telephonic notice of any presence, spillage, discharge, release or disposal of Toxic Materials shall be made to the Port's Parking and Bus Operations Superintendent during business hours of 8:30 A.M. to 5:00 P.M. Mondays through Fridays (except on Port-observed holidays) and to the Port's Airport Operations 24-hour telephone number at times on Mondays through Fridays other than during the business hours described above and at any time on weekends or on Port-observed holidays.

15. INSURANCE

Operator shall comply with **Exhibit M**, which is attached to and made a part of the Agreement.

16. WORKERS' COMPENSATION INSURANCE; PAYROLL TAXES

Operator shall provide its services hereunder as an independent contractor. Nothing contained herein is intended or shall be construed to make the Port and the Operator partners, joint venturers or joint employers, and employees of Operator shall not be considered agents or employees of the Port. Operator shall have the sole responsibility for paying the salaries, payroll taxes, contributions for unemployment insurance, and all other expenses relating to each employee of Operator.

16.1 Workers' Compensation Insurance

Operator shall provide workers' compensation insurance as required by the laws of the State of California and in accordance with **Exhibit N**, entitled WORKERS' COMPENSATION; PAYROLL TAX REIMBURSEMENT, which is attached to and made part of this Agreement, with reimbursement for premiums for workers' compensation to be made as provided in **Exhibit D** and **Exhibit N**, subject to the limitations set forth in this Agreement.

16.2 Payroll Tax Reimbursement

Reimbursement for the costs of payroll taxes shall be paid in accordance with **Exhibit D** and **Exhibit N**, subject to the limitations set forth in this Agreement. Operator shall provide its services hereunder as an independent contractor. Nothing contained herein is intended or shall be construed to make the Port and the Operator partners, joint ventures or joint employers, and employees of Operator shall not be considered agents or employees of the Port. Operator shall have the sole responsibility for paying the salaries, payroll taxes, contributions for unemployment insurance, and all other expenses relating to each employee of Operator.

17. BONDS

17.1 Performance Bond

The Operator shall, prior to the Commencement Date, execute and deliver to the Port a Performance Bond, from a surety acceptable to the Port's Port Attorney's Office, substantially in the form attached to this Agreement as **Exhibit O**, in the penal sums of Six Hundred Thousand Dollars (\$600,000) and shall maintain such Performance Bond in effect during the Operating Term and for six (6) calendar months after the expiration or earlier termination of this Agreement. The Performance Bond is intended to guarantee full performance by Operator of all of the Services, and of all other obligations by Operator in accordance with all terms and conditions of this Agreement. The Performance Bonds shall be subject to forfeiture in whole or in part in the event of failure of the Operator to fully perform under the Agreement, and in the event that the Port sustains any claims, debts, loss of service, loss of revenues or other costs or expenses as a result of such failure of the Operator to fully perform under the Agreement.

17.2 Additional Purposes of the Performance Bond

The Operator acknowledges that each Performance Bond includes a general obligation to pay all claims or debts the Port incurs in connection with the Operator's performance of the Services and its other obligations under this Agreement.

18. ASSUMPTION OF RISKS; INDEMNIFICATION

Operator agrees to voluntarily assume any and all risk of loss, damage, or injury to the person or property of Operator, its officers, agents, employees, contractors and invitees, which may occur in, on or about the Premises, the Parking Facilities or the Airport at any time and in any manner, except to the extent such loss, injury, or damage is caused by the gross negligence or willful misconduct of Port, its agents, operators, employees, and officers.

18.1 Indemnification

Operator agrees to indemnify, defend and hold completely harmless Port (including, without limitation, members of Port's Board of Commissioners, and Port's agents, employees, representatives, contractors, directors and officers), from and against all liabilities, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and paralegal and attorneys' fees (including in-house paralegal and attorneys' fees) prior to institution of legal proceedings and at both trial and appellate levels, and in any mediation or arbitration agreed to by Port), which may be incurred by, charged to or recovered from any of the foregoing indemnified parties (i) by reason or on account of damage to or destruction of any property of Port (except as otherwise expressly provided by this Agreement), or any property of, injury to or death of any person resulting from or arising out of Operator's performance of the Services or its use, occupancy, maintenance or repair of the Premises or any improvements thereto, or Operator's operations anywhere on the Airport, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, subtenants, invitees, vendors, suppliers or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was solely caused by Port's gross

negligence or willful misconduct, or (ii) arising out of any allegation that Operator, or the Port in concert with Operator, has infringed on or violated any Federal, state, or common law patent, trademark, copyright, or trade secret rights, or violated any Federal or state labor laws, or any Federal or state laws governing consumer credit, credit cards, or the sale of abandoned property, or (iii) resulting from or arising out of the failure of Operator to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by Operator. In carrying out its obligations hereunder, Operator shall use counsel acceptable to Port Attorney.

The foregoing provisions of this **Section 18.1** are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Port otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Operator under this Agreement.

The provisions of this **Section 18.1** shall survive the expiration or earlier termination of the Operating Term with respect to any acts or omissions occurring during the Operating Term.

The waiver by Port of any breach of any provision of this Agreement shall not be deemed for any purpose to be a waiver of any other provision hereof, nor of any continuing or any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any of the provisions of this Agreement be construed to waive or to lessen the right of Port to insist upon the performance by Operator in strict accordance with the provisions of this Agreement.

18.2 Waiver By Operator

As a material part of the consideration to be received by Operator from Port under this Agreement, Operator waives any and all claims or causes of action against Port, the Port's Commissioners and the Port's agents, employees, representatives, contractors, directors, and officers which Operator may now or hereafter have at any time for damage to Operator's personal property located in, on or about the Premises, the Parking Facilities or the Airport, and for injury to or death of any person occurring in, on or about the Premises, the Parking Facilities or the Airport from any cause arising at any time, except to the extent that such damage, injury or death is directly caused solely by the gross negligence or willful misconduct of the Port, its agents, operators, employees, or officers.

19. RESERVED

20. EQUAL OPPORTUNITY; NONDISCRIMINATION

During the Operating Term, the Operator, for itself, and its authorized assignees and successors in interest, agrees as follows:

20.1 Compliance with Regulations

The Operator shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter

referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.

20.2 Nondiscrimination

The Operator, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex (including gender identity), religion, actual or perceived sexual orientation, or national origin, age, medical condition, genetic information, marital status, physical and mental disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix A of the Regulations.

20.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Operator of the Operator’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

20.4 Information and Reports

The Operator shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit or ensure access to the books, records, accounts, other sources of information, and facilities of Operator or Operator Parties as may be determined by the Port or the Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required is in the exclusive possession of another who fails or refuses to furnish this information, the Operator or the Operator Parties shall so certify to the Port or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- a. The Operator for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to the Regulations.
- b. The Operator for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the grounds of any basis prohibited by state or federal law shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on,

over, or under such Premises and the furnishing of services thereon, no person on the grounds of any basis prohibited by state or federal law shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (iii) the Operator shall use the Premises in compliance with all other requirements imposed by or pursuant to the Regulations.

- c. The Operator assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of any basis prohibited by state or federal law be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Operator during the Operating Term.
- d. In furtherance of the Port's long standing policy to insure that equal employment opportunity is achieved and nondiscrimination is guaranteed in all Port related activities, it is expressly understood and agreed with respect to Operator's activities upon the Airport:

- (i) That Operator shall not discriminate against any employee or applicant for employment because of any basis prohibited by state or federal law. Operator shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Port's Equal Opportunity Officer setting forth the provisions of this paragraph.

- (ii) That Operator shall, in all solicitations or advertisements for employees placed by or on behalf of Operator, state that all qualified applicants will receive consideration for employment without regard to any basis prohibited by state or federal law.

- (iii) That Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Port's Equal Opportunity Officer, advising the labor union or workers' representative of the Operator's commitments under this paragraph, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (iv) That Operator shall not discriminate by segregation or otherwise against any person or persons on any basis prohibited by state or federal law in furnishing, or by refusing to furnish, to such person or persons the use of any public facility upon the demised premises, including any and all services, privileges, accommodations, and activities provided thereby.

(v) That Operator shall maintain work force records showing male, female and minority employees by job category and similar information with respect to new hires and shall permit the Port's Equal Employment Opportunity Officer to inspect such records at all reasonable times and not less than annually and shall submit a summary of such information annually on a form provided by the Port.

(vi) That if Operator has fifteen (15) or more employees, Operator shall within ninety (90) days of the Commencement Date provide the Director or the Designee with a copy of its affirmative action program, if any, as may be required by an appropriate federal or state agency, by the Port pursuant to any federal or state requirements, or as a result of a court ordered consent decree. Thereafter any change(s) in the Operator's affirmative action program shall be forwarded to the Port within thirty (30) days of its adoption. Such submissions shall be accorded the same level of confidentiality as provided for by the state or federal regulations or court order under which it was originally submitted.

(vii) The Port shall assist Operator in preparing the required affirmative action program to secure equal employment opportunities, whenever such assistance would be beneficial, and shall be available to advise and counsel Operator in the implementation of Operator's Affirmative Action Program.

(viii) That Operator's noncompliance with the provision of this clause shall constitute a material breach of this Agreement. In the event of a breach of any of the above stated nondiscrimination and affirmative action covenants, the Port shall have the right to consider but not be limited to the following:

- (1) Terminate this Agreement, re-enter and possess the Premises, and hold the same as if this Agreement had never been made without liability therefor; or
- (2) Seek judicial enforcement of said covenants.

(ix) Should the Operator authorize another person, with Port's prior written consent, to provide services or benefits from the Premises or at the Airport, Operator shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this Agreement. Operator shall furnish the original or a true copy of such agreement to Port. Port may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Operator agrees that it will adopt any such requirement as a part of this Agreement.

- e. If Operator shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Operator shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

21. NON-DISCRIMINATION IN SUBCONTRACTING WITH VENDORS AND/OR SUPPLIERS

Operator agrees that it shall not discriminate against any professional service provider, contractor or vendor because of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability (as set forth in the Americans with Disabilities Act of 1990) or veterans status; and that the Operator shall, in all solicitations or advertisements placed by or on behalf of Operator, for vendors, contractors or professional services, state that all qualified bidders will receive consideration on merit, without regard to race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability (as set forth in the Americans with Disabilities Act of 1990) or veteran status.

The Port's Social Responsibility Division will assist Operator in finding diverse professional service providers, contractors, and vendors.

22. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (ACDBE)

This Agreement is subject to the requirements of the US Department of Transportation's Regulations 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The Operator agrees to the following provisions:

- a. Operator has advised the Port that it will use the ACDBE's listed on attached **Exhibit R** in providing the Services described thereon. Operator agrees that within 30 days after the expiration of each calendar quarter during the Operating Term, it will provide a report to the Port, in a form acceptable to the Port, describing the gross receipts of each such ACDBE described on attached **Exhibit R** (and each substitute ACDBE obtained pursuant to subparagraph c below, calculated in accordance with the requirements of 49 CFR Part 23.
- b. The Operator agrees that it will also submit within the same period described in subparagraph a above a report to the Port, in the form attached as **Exhibit R**, describing the Operator's total gross receipts under this Agreement through the end of the calendar quarter covered by the report.

- c. The Operator will have no right to terminate an ACDBE for convenience without the Port's prior written consent. If an ACDBE is terminated by the Operator with the Port's consent or because of the ACDBE's default, then the Operator must make a good faith effort, in accordance with the requirements of 49 CFR Part 23.25 (e)1(iii) and (iv), and 49 CFR Part 26.53, to find another ACDBE to substitute for the original ACDBE to perform the same estimated gross receipts under this Agreement as the ACDBE that was terminated.
- d. If the Operator is a joint venture, it will satisfy all of its obligations under **Section 14**, and will comply with the provisions of any rules or regulations hereafter promulgated by the United States Department of Transportation or the Federal Aviation Administration that are applicable to joint ventures.

The Operator's breach of its obligations under subparagraphs a, b, or c above shall be a Default by Operator under **Section 25.2 below** (Default and Remedies) and shall entitle the Port to exercise all of its contractual and legal remedies, including termination of this Agreement.

23. REPRESENTATIONS, WARRANTIES AND COVENANTS

Operator represents, warrants and covenants with respect to this Agreement and any amendment hereto (which representations and warranties shall be continuing during the Operating Term):

- a. That all information submitted by Operator, its officers, agents, employees and contractors (the "Aforementioned Parties") during the Port's RFP process, or thereafter, upon request of Port, whether or not submitted by any of the Aforementioned Parties under a continuing obligation by the terms of this Agreement to do so, was true and correct at the time such information was submitted or made available to Port;
- b. That none of the Aforementioned Parties has colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Operator's response to the Port's RFP;
- c. That Operator has the power and authority to enter into this Agreement with the Port and that the individual executing this Agreement is duly authorized to do so;
- d. That none of the Aforementioned Parties has made an attempt to exert undue influence with the evaluation committee of the Port to award the Agreement for the Services to the Operator;
- e. That there are no unresolved claims or disputes between Operator and Port; and
- f. That Operator has furnished (and will furnish) true and accurate financial statements, records, reports, resolutions, certifications, and other information as may be requested of Operator by Port from time to time during the Operating Term.

24. TERMINATION

24.1 Termination by Port

Port may terminate this Agreement immediately upon notice upon the happening of an Event of Default (as hereinafter defined), and such a termination shall be deemed a termination “for cause.” In addition, the Port may terminate this Agreement without cause after the first contract year upon giving thirty (30) days’ prior written notice to Operator.

24.2 Termination by Operator

Operator may terminate this Agreement during any Extension Term by giving to the Port at least one hundred eighty (180) days’ prior written notice of termination.

24.3 Effect of Termination

At the termination date, the Operator shall immediately quit the assigned Premises and return the Office Equipment, all of the Shuttle Buses, any other Equipment provided by the Port, and any equipment purchased with Port funds or for which Operator has been reimbursed under this Agreement, to the Port in the condition required by this Agreement. If the Port elects to terminate this Agreement for cause, everything contained in this Agreement on the part of the Port to be done and performed shall cease without prejudice, subject, however, to the right of the Port to recover from the Operator all monetary damages or other relief that may be available to the Port arising out of any breach of this Agreement by Operator. Within sixty (60) days after the termination of this Agreement, the Port shall be obligated, subject to its set-off rights provided for in this Agreement, to pay all amounts owed to Operator under this Agreement to the termination date; provided, however, that the Port shall not be obligated to reimburse the Operator for Reimbursable Expenses if receipts for such expenses, in the form required by this Agreement, have not been received by Port within sixty (60) days after the termination date. If either party elects to terminate this Agreement as provided for herein based on the other party’s material breach of this Agreement, the non-breaching party shall be entitled to damages as permitted by law or under this Agreement.

24.4 Removal from Premises

Upon expiration or termination of this Agreement, the Port may immediately or any time thereafter re-enter the Premises and remove the Operator, Operator’s employees, agents, subcontractors, invitees and property from the Premises. The Port shall be entitled to the benefits of all provisions of law respecting speedy recovery of the Premises held over by the Operator. Any other notice to quit or other notice to permit Port to re-enter the Premises is hereby expressly waived by the Operator. The Port shall not be liable in any way in connection with any action it takes pursuant to this subsection. The Operator’s liability shall survive the Port’s re-entry, the institution of summary proceedings, and the issuance of any warrants with respect thereto.

25. DEFAULT AND REMEDIES

25.1 Events of Default

The occurrence of any of the following shall constitute an “Event of Default” or “Default” by Operator:

- a. The failure to provide, voluntary abandonment, discontinuation, cessation or material deterioration of the Services during the Operating Term which, in the opinion of the Director or the Designee, results in the failure to provide Services of the duration, quality or standards required to be performed by the Operator under this Agreement, which failure is not cured within five (5) days after Port’s written demand; provided, however, that if Operator has received three (3) notices under this subparagraph within a period of 180 days, commencing on the date of Operator’s receipt of the first such notice, then Operator shall have no right to correct a failure described in any subsequent notice given by Port to Operator under this subparagraph within such 180 day period, even if all of the prior failures were corrected by Operator within the five (5) day cure period, and Port shall have all the rights and remedies provided in this Agreement or by law.
- b. Failure by the Operator to make any payment required to be made under this Agreement when due and the continuation of such failure for a period of five (5) days after the due date.
- c. Failure by the Operator to timely make any deposit required to be made under this Agreement and the continuation of such failure for a period of twenty-four (24) hours.
- d. The filing by the Operator of a voluntary petition in bankruptcy, or failure by the Operator to lift any execution, garnishment or attachment, or to obtain the dismissal of a bankruptcy proceeding commenced involuntarily against the Operator within thirty (30) days after filing thereof or assignment by the Operator for the benefit of creditors, or the entry by the Operator into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Operator in any proceeding instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.
- e. The occurrence of any act which results in the suspension or revocation of the rights, powers, licenses, permits and authorities necessary for Operator to conduct and operate the Services.
- f. Receipt of more than ten (10) complaints within any twelve (12) month period concerning major service deficiencies in the Services, with the determination of a complaint being deemed a “major service deficiency” being in the sole discretion of the Port. Operator shall have the right to contest any complaint by providing to Port within five (5) days after being notified of the complaint such evidence as

Operator may have to demonstrate that the complaint was not justified. The determination of whether a complaint was justified shall be in the sole discretion of the Port.

- g. The filing of any lien or sequestration or attachment of or execution or other levy on Operator's interest in this Agreement, the Premises, the Shuttle Buses, the Airport, or on Operator's equipment, if any, located on the Airport and Operator fails to obtain a release of such interest or property within thirty (30) days after the filing or attachment, or prior to sale pursuant to such levy, whichever first occurs.
- h. The Director's or the Designee's determination that there is a reasonable probability that Operator's financial condition is impaired and Operator cannot provide adequate assurances that any conditions giving rise to the impairment of financial condition can be removed within thirty (30) days of receipt of Port's demand for same.
- i. Failure to obtain and maintain in effect any of the insurance referenced in **Sections 15 or 16** or any of the bonds required under **Section 17 above**.
- j. If any of the representations or warranties contained in **Section 23 above** are untrue in any material respect, or if Operator breaches any of its covenants contained in **Section 23 above**.
- k. Any transfer or assignment of this Agreement other than in compliance with **Section 27 below**.
- l. Breach of or failure to comply with Operator's obligations contained in **Section 26, Section 32 or Section 36.1 below**.
- m. Any breach or failure described as an Event of Default or Default by any provision of this Agreement other than this **Section 25.1**.
- n. Failure by the Operator or the Operator Parties to observe or perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than those specifically referred to above in this **Section 25.1**, for a period of fifteen (15) calendar days after written notice specifying such failure and requesting that it be remedied has been given to the Operator by the Port; provided, however, such failure shall not constitute an Event of Default hereunder if such failure stated in the notice can be corrected, but not within the applicable period, and corrective action is instituted by the Operator within the applicable period and diligently pursued until such failure is corrected, provided that if the cure period is longer than thirty (30) calendar days after the date of such written notice, the Operator shall obtain the prior written consent of the Port.

25.2 Remedies For Default

Upon the occurrence of an Event of Default, Port shall have the following rights and remedies, in addition to all other rights and remedies provided in this Agreement or by law, to

which Port may resort cumulatively or in the alternative, and Port may assert them against the Operator and/or any general partner or joint venture partner, jointly and severally:

- a. The Port may enter into a new agreement with another operator that will provide the Services and occupy the Premises for all or any part of the unexpired portion of the Operating Term in which event Operator shall be liable in addition to accrued liability hereunder, for the difference between the payments the Port is obligated to pay the new operator and the payments the Port would have been obligated to pay the Operator under this Agreement for the unexpired portion of the Operating Term (not to exceed six months). The Port has the sole and absolute discretion with respect to the selection of a new operator and the use of the Premises.
- b. In the Event of Default under this Agreement, the Port may, after providing written notice to the Operator of the Event of Default, cure the default at any time through any action deemed appropriate by the Port for the account and at the expense of the Operator. The Operator shall reimburse the Port for any amounts expended by the Port in connection with the cure, together with interest thereon for each day from the date of advance by Port until paid by Operator at the rate of twenty-five one thousands of one percent (.025%), but not to exceed the maximum rate of interest permitted by law, and any penalties thereon as may be established by Port ordinance. Such cure shall not constitute a waiver of the Port's rights with respect to that or any other Event of Default, unless otherwise expressly stated in writing by the Port.
- c. The Operator shall pay the Port such sums as the court which has jurisdiction thereover may adjudge as reasonable attorney's fees with respect to any lawsuit or action instituted by the Port to enforce the provisions of the Agreement in which the Port is the substantially prevailing party.
- d. The Port shall not be liable for any damage, including, but not limited to, loss of profit and the Operator shall not make a claim of any kind whatsoever against the Port, its agents or representatives, by reason of any action taken pursuant to this **Section 25**.

At Port's election, Port may keep this Agreement in effect and enforce all of its right and remedies under this Agreement, including the right to withhold compensation and other fees as they become due, and at Port's option, but without any obligation to do so (implied from any of its obligation under this Agreement), Port may, after first giving Operator written notice as provided in **Section 26.2b above**, make such payment or perform such other act to the extent Port may deem appropriate. All sums so paid by Port and all costs in connection therewith shall be due and payable by Operator to Port (except where otherwise expressly provided in this Agreement) within ten (10) days of Port's written demand for payment of same, together with interest and penalties thereon from date of advance by Port at the rate provided in **Section 26.2b above**, plus costs as may be awarded by a court of competent jurisdiction.

Port shall not be liable to Operator for any damage to, or for any diminution or deprivation of Operator's rights hereunder on account of the exercise of any authority granted to Port in this

Agreement. Operator shall be liable to the Port for the Port's expense for re-entering or repossessing the Premises, and making any necessary repairs to the Premises, for all of the expenses to obtain a new operator and for the costs of operating or engaging a third party to operate the Services for the unexpired portion of the Operating Term (not to exceed twelve months) to the extent such costs exceed the expenses that would have been paid had the Operator not defaulted.

25.3 Act of Termination

In the event Operator ceases to provide the Services at the Airport, this Agreement shall not terminate, unless Port gives Operator written notice of its election to terminate this Agreement. Notwithstanding the foregoing, Operator shall not be paid during such period. No act by or on behalf of Port intended to mitigate the adverse effect of such breach shall constitute a termination of Operator's obligation to render Services hereunder and use the Premises, unless Port gives Operator written notice of termination.

26. COMPLIANCE WITH LAWS, RULES, POLICIES AND REGULATIONS

26.1 Agreement to Comply

Operator covenants and agrees to observe and comply with (and to cause any assignee or subcontractor authorized under **Section 27 below** to comply with) all present and future Laws (as hereafter defined), subject to the limitations in the last sentence of **Section 12.1 above**, and all rules, regulations and policies of Port, including without limitation, all safety, security and operations directives of the Director or the Designee, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport or the use of facilities at the Airport (hereafter collectively the "Airport Rules, Policies and Regulations"). The Port shall not have any duty or obligation to Operator to enforce the Airport Rules, Policies and Regulations or the terms and conditions in any permit, lease or other agreement against any third party, and the Port shall not be liable to Operator for violations of same by third parties, their employees, contractors, agents, invitees or licensees. Operator further covenants and agrees to observe and comply with (and to cause all of its assignees or subcontractors authorized under **Section 27 below** to comply with) any and all valid and applicable requirements of all duly-constituted public authorities (including, without limitation, the Department of Transportation, the Department of Homeland Security, the Federal Aviation Administration, and the Transportation Security Administration). Operator agrees to pay or reimburse Port for any civil penalties or fines which may be assessed against Port as a result of the violation by Operator or any such assignee or subcontractor of any of the foregoing requirements, which payment shall be made by Operator within fifteen (15) days from receipt of Port's invoice for such amount and documentation showing that payment of such penalty or fine is Operator's responsibility hereunder. Operator shall not be obligated to make a payment to Port under this **Section 26** if such payment would duplicate a payment for the same violation that has already been made by Operator to the Port under **Section 36.1a below**.

As used in this Agreement, "**Laws**" shall mean all present and future federal, state and local statutes, ordinances and regulations and Port ordinances applicable to Operator, the Premises, the Services or the Airport and judicial interpretations thereof, including but not limited to the Americans with Disabilities Act of 1990, all acts and regulations relating in any way to worker's

compensation, sales and use tax, credit card processing, social security, unemployment insurance, hours of labor, wages, working conditions, the Immigration Reform and Control Act of 1986, the Charter of the City (including without limitation Section 728 entitled “Living Wage and Labor Standards at Port-Assisted Businesses”), all Environmental Laws (as defined in **Section 14.2**), and the Airport Rules, Policies and Regulations (as defined in this **Section 26**).

27. TRANSFER AND ASSIGNMENT

27.1 No Assignment

Operator shall not sell, assign or transfer this Agreement or any of its rights and obligations hereunder or permit any such sale, assignment or transfer to occur by operation of law, or (except as provided in **Section 27.3 below**) subcontract for the performance of any of the Services to be provided by it hereunder, without the Port’s prior written approval, which approval must be evidenced by resolution adopted by the Board of Port Commissioners and may be granted or withheld by Port in the exercise of its sole discretion and subject to payment by Operator of all administrative expenses incurred by the Port for the processing of such assignment or transfer.

27.2 Transfer of Control

For purposes of **Section 26.1 above**, an assignment shall include a Change in Control. A Change in Control means whether accomplished through a single transaction or a series of related or unrelated transactions and whether accomplished directly or indirectly, either (a) a change in ownership, as compared to the ownership as of the date of the Agreement, so that 50% or more of the direct or indirect voting or economic interests of the Operator is transferred to another person or group of persons, (b) the power directly or indirectly to direct or cause the direction of management, operations, controls and policy of the Operator, whether through ownership of voting securities, by contract, management agreement or common directors, officers or trustees or otherwise, is transferred to another person or group of persons, or (c) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of the Operator.

27.3 Subcontractors

In the performance of the Services authorized under this Agreement, the Operator may, if it complies with all of its obligations contained under the subsection captioned “THIRD PARTY VENDORS” in attached **Exhibit D**, enter into written subcontracts with qualified and licensed operators and suppliers for the following services: (a) Shuttle Bus cleaning as specified in **Exhibit A-I** and **Exhibit A-II**; (b) custodial and janitorial services; and (c) uniform supply and cleaning; (d) body damage repair services, and (e) other services as may be approved in writing at the sole discretion of the Director or the Designee. However, the Operator shall remain liable to the Port for the performance of Operator’s subcontractor(s) in accordance with all of the terms and conditions of this Agreement. Operator is required to pay subcontracting invoices when due unless otherwise agreed by the Port and actual costs may be reimbursed, subject to any limitations in this Agreement and the requirements set forth in **Exhibit D**.

28. JOINT AND SEVERAL LIABILITY

The obligations and liabilities of the Operator and its general partners or joint venture partners under or arising under this Agreement are joint and several.

29. GOVERNING LAW

The Port and the Operator agree that the law governing this Agreement shall be that of the State of California, without regard to conflicts of law principles.

30. FEES AND TAXES

Operator agrees timely to pay all applicable fees, taxes, and other charges levied by any governmental entity upon any right or interest granted to Operator by this Agreement or upon the exercise of any such right or interest, including the City of Oakland business licensing fees and taxes, if applicable. In the event that any provision of this Agreement causes the imposition of a possessory interest tax, Operator shall immediately notify the Director and provide a copy of all documents received by the Operator relative to such impositions. The Operator agrees to pay whatever possessory interest tax may be imposed, provided, however, that the Operator reserves the right to challenge the imposition of such a possessory interest tax. Port agrees to reasonably cooperate with the Operator in making necessary investigations and in preparing and presenting necessary documentary and oral evidence in connection with whatever challenge to such tax imposition the Operator may deem appropriate.

31. COVENANT AGAINST CONTINGENT FEES; IMPROPER INFLUENCE

Operator warrants that no person or agent 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 of Operator. For breach or violation of this warranty, the Port, as its option, may deduct from the Management Fee or payment of Reimbursable Expenses or otherwise recover from Operator, the full amount of the contingent fee, or may exercise any other legal or equitable remedy available to it.

Operator warrants that neither Operator nor any person nor agent acting on Operator's behalf shall exert improper influence to solicit or obtain Port contracts. In addition, Operator warrants that neither Operator nor any person nor agent acting on Operator's behalf shall exert improper influence to extend or prevent termination of this Agreement. "Improper influence", as used in this Section, means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act as an agent regarding a Port contract, including this Agreement, on any basis other than the merits of the matter.

Operator's breach of any of its obligations under this **Section 31** shall constitute an Event of Default and may result in any or all of the following:

- a. Port's immediate termination of this Agreement, and
- b. an assessment of an Administrative Fee as specified in **Exhibit F**.

“Bona fide agency,” as used in this Section means an established commercial or selling agency, retained by Operator for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

“Bona fide employee,” as used in this Section, means a person, employed by Operator and subject to Operator’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 Port contracts nor holds himself or herself out as being able to obtain any Port contract or contracts through improper influence.

“Contingent fee,” as used in this Section, 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.

“Improper influence,” as used in this Section, means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act as an agent regarding a Port contract on any basis other than the merits of the matter.

32. CONSENTS AND APPROVALS; NOTICES

All consents or approvals provided for in this Agreement must be contained in writing signed by the party giving such consent or approval.

Written notices to the Port hereunder shall be deemed properly given when (1) personally delivered; or (2) sent by registered or certified mail, postage prepaid, and addressed to Bryant L. Francis, Director of Aviation, Port of Oakland, 1 Airport Drive, Oakland, CA 94621, with copies to Port Attorney, Port Attorneys’ Office, 530 Water Street, 4th Floor, Oakland, CA 94607, and to Stephen Gordon, Airport Business Manager, Port of Oakland, 1 Airport Drive, Oakland, California 94621, or to such other address or addresses as the Port may designate by written notice to Operator.

Written notices to Operator hereunder shall be deemed properly given when (1) personally delivered; or (2) sent by registered or certified mail, postage prepaid, and addressed to the following, which Operator also designates as its agent for service of process under California Code of Civil Procedure Section 416.10:

With a copy to:

or to such other address as Operator may designate by written notice to the Port.

The giving of any such notice by the Director or the Designee shall be effective upon receipt, and Operator shall not question the authority of the Director or the Designee to give any such notice.

33. INCORPORATION OF EXHIBITS TO AGREEMENT, EXECUTION OF GUARANTY

All of the Exhibits attached to this Agreement, are incorporated into and made a part of this Agreement by this reference, and Operator shall perform all of its obligations thereunder; provided however, that unless the Guaranty attached as **Exhibit Q** to this Agreement is required to be executed pursuant to the last sentence of this **Section 33**, said **Exhibit Q** shall not be incorporated into and made a part of this Agreement. If a third party or third parties joined in the Proposal submitted by Operator as a guarantor, then such third party or third parties, as applicable, shall execute and deliver to the Port the Guaranty in the form attached hereto as **Exhibit Q** at the same time that this Agreement is executed and delivered by Operator to the Port.

34. WAIVER OF DAMAGE

Operator hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Premises, the Parking Facilities or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, plumbing, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due solely to the willful misconduct of Port or its officers, agents, or employees. It is understood that Operator shall take such steps as Operator may consider necessary to protect Operator's trade equipment and other personal property from any damage that may be caused to same in the event of any failure or interruption of such utility service. Whenever the Port shall find it necessary for the purpose of making repairs or improvements to any utility supply system it shall maintain, it shall have the right to suspend temporarily the delivery of gas, electricity, water or other utility service, or any thereof, but in all such cases (except in the event of an emergency) reasonable notice of such suspension will be given to Operator.

The Port and its Board of Port Commissioners and its officers, employees, and agents shall not be liable to Operator or to any third party claiming through Operator for any loss of business or any indirect, incidental, special, or consequential damages or lost profits arising out of or relating to this Agreement or the operation of Operator at the Airport or for any other cause.

35. ADVERTISING

Operator shall not display any advertising on the Premises, vehicle fleet or the Parking Facilities that does not relate to the Services. Advertising that relates to the Services may only be displayed by Operator to the extent such advertising, and its location, have been expressly approved by the Director in writing. Under no circumstances may any general advertising be

displayed on or in the Premises, vehicle fleet or on or in the Parking Facilities, or may any banners be displayed for longer than 60 consecutive days.

36. MISCELLANEOUS

36.1 Security Mandates

Operator recognizes that the Port is required to comply with the security mandates of the Federal Aviation Administration (“FAA”), the Department of Transportation, the Transportation Security Administration, the Department of Homeland Security, and with other governmental and administrative rules and regulations relating to airports. The procedures determined by the Port to be necessary to comply with such security mandates and other governmental or administrative requirements will be delivered in writing by the Director or the Designee to Operator’s on-site manager or assistant manager, with a copy of such procedures delivered by mail to Operator at the notice address listed herein. The Operator shall acknowledge receipt of such procedures in writing. The Operator and the Operator’s agents, employees, representatives and subcontractors shall be responsible for full compliance with all procedures so delivered and the current procedures shall constitute a part of this Agreement. Such procedures are subject to change without notice other than the delivery thereof to Operator’s on-site manager or assistant manager in accordance with the provisions of this **Section 36.1**, and Operator shall immediately comply with such procedures.

- a. Operator shall reimburse the Port within fifteen (15) days from receipt of Port’s invoice for the amount of any civil penalty or fine that may be assessed against the Port by any governmental agency for a violation that arises out of Operator’s failure to comply with its obligations under this **Section 36.1**. Operator shall not be obligated to make a payment to Port under this **Section 36.1a** if such payment would duplicate a payment for the same violation that has already been made by Operator to the Port under **Section 26.1** above.
- b. Failure of Operator to fully perform in accordance with this **Section 36.1** shall constitute breach of this Agreement, in which event the Port may, at its sole option, immediately terminate the Agreement for cause.

36.2 Lost And Found Articles

All articles found by the Operator, its agents or employees, or which are found by patrons and given to the Operator, shall be turned over to the Airport Lost and Found Department as lost and found items. The Operator, its agents and employees shall have no right to reclaim said articles. Lost and found articles while in possession of the Operator, its agents and employees, that cannot be accounted for will be reimbursed by Operator to the Port at the fair market value of the articles, as reasonably determined by the Port, or replaced at the Operator’s sole expense.

36.3 Entire Agreement; Amendments; Conflict with Exhibits

This Agreement, together with the Exhibits and Attachments hereto, and the Proposal (to the extent provided in **Section 33** above), constitutes the entire agreement between the parties with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral

agreements, representations or statements made with respect to such subject matter are merged herein. Except as otherwise specifically provided in this Agreement, this Agreement may be altered or amended only by written instrument executed by all of the parties hereto. In the event of an express conflict between an exhibit to this Agreement and this Agreement, the provisions of this Agreement shall prevail.

36.4 Waiver and Severability

The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any nor any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable by applicable court decision, such enforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

36.5 Jurisdiction and Venue

Operator hereby consents to the exclusive jurisdiction of the State of California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California in Alameda County with respect to any actions instituted by Port or Operator under this Agreement, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Operator. Operator further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against Operator under this Agreement. Port agrees to serve such process on Operator's registered agent under California law if the name and address of Operator's current registered agent in California has been provided to Port in advance and in writing.

36.6 Headings

The article and section headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

36.7 Time of Essence

Time is expressed to be of the essence of this Agreement.

36.8 Successors and Assigns

The Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

36.9 Consents

Except as otherwise expressly provided herein, if certain action may be taken only with the consent or approval of the Port, or if a determination or judgment is to be made by the Port, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Director or the Designee.

36.10 Force Majeure

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, except for strikes by its own employees, riots, insurrections, fires, floods, storms, explosions, earthquakes, acts of God, war, terrorist attacks, governmental action (unless arising out of a party's breach of applicable Laws), or any other similar cause that is beyond the reasonable control of such party, or if such failure or delay was caused by the other party's failure to fulfill its obligations under this Agreement ("Force Majeure"). If any event of Force Majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party and shall re-commence performance at the earliest possible time. Notwithstanding the foregoing, if Operator is unable to perform because of a Force Majeure for a period of 30 days, then the Port shall have the right to terminate this Agreement.

36.11 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart of this Agreement shall be validly and effectively delivered if delivered by facsimile or electronic transmission.

36.12 No Recourse

No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Operator hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Port, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of Port's Board and its citizens advisory committees), director, officer, employee, representative, contractor, or agent, as such, past, present and future, of Port, either directly or through Port or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Port. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Port member, director, officer, employee, representative, contractor, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Port, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by Port, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

37. WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY LAW, OPERATOR AND PORT DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS, AND COVENANTS OF THIS AGREEMENT.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for On-Airport Parking Shuttle Bus Services, On-Call BART Bus Bridge Services, and Curbside Management to be executed as of the day and year first above written.

CITY OF OAKLAND,
a municipal corporation,
acting by and through its
Board of Port Commissioners,

By: _____
Executive Director

Date: _____

Operator Name:

By: _____

Date: _____

Name and Title: _____
(If Corporate, Secretary, Assistant Secretary, Chief
Financial Officer, or Assistant Treasurer)

Date: _____

Attest:

By: _____

Name and Title: _____
(If Corporate, Secretary, Assistant Secretary, Chief
Financial Officer, or Assistant Treasurer)

Approved as to form and legality this _____ day
of _____, 2017.

THIS AGREEMENT SHALL NOT BE VALID
OR EFFECTIVE FOR ANY PURPOSE UNLESS
AND UNTIL SIGNED BY THE PORT
ATTORNEY.

Danny Wan, Port Attorney

Port Resolution No. _____

P.A. No.: _____

LIST OF ATTACHMENTS

ATTACHMENT 1	SHUTTLE SERVICE ROUTE DESCRIPTION
ATTACHMENT 2	AERIAL VIEW OF CURBSIDE/HOLD LOT
ATTACHMENT 3	LIST OF SHUTTLE BUS FLEET

[INTENTIONALLY BLANK]

[PLACE HOLDER FOR ATTACHMNETS FROM RFP]

PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SHUTTLE BUS, GROUND TRANSPORTATION
& CURBSIDE MANAGEMENT SERVICES

LIST OF EXHIBITS

[EXHIBIT A-I SHUTTLE SERVICE REQUIREMENTS](#)
[EXHIBIT A-II CURBSIDE MANAGEMENT SERVICE REQUIREMENTS](#)
[EXHIBIT B-I FY 2017-18 OPERATING BUDGET FOR SHUTTLE BUS SERVICES](#)
[EXHIBIT B-II FY 2017-18 OPERATING BUDGET FOR GROUND TRANSPORTATION &
CURBSIDE MANAGEMENT SERVICES](#)
[EXHIBIT C MONTHLY MANAGEMENT REPORT](#)
[EXHIBIT D BUDGET & REIMBURSEMENT PROCESS](#)
[EXHIBIT E REPORTING RESPONSIBILITIES](#)
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[EXHIBIT R LIST OF ACDBES TO BE USED BY OPERATOR AND QUARTERLY REPORTING](#)
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PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SHUTTLE BUS, GROUND TRANSPORTATION
& CURBSIDE MANAGEMENT SERVICES

EXHIBIT A-I SHUTTLE BUS SERVICE REQUIREMENTS

1. SCOPE OF WORK

The Operator agrees to provide Airport Shuttle Services between the Terminal Buildings, the Economy Parking Lot, and the Employee Parking Lots, respectively, as well as On-Call BART Bus Bridge (“BART-OAK”) Services between the Terminal Buildings and the Station, and any other lots or areas designed by the Director or the Designee. Such Services shall be provided during the hours as specified below seven days a week, including holidays. The Operator may not change routes or schedules, or headways unless otherwise approved in writing by the Director or the Designee, except in the case of emergency, in which case Operator shall give immediate notice to the Airside Operations Manager then on duty or to a member of the Airport Business Office staff describing the emergency and the change to the route, schedule or headway implemented by Operator as a result of such emergency, and if such change is not approved by either the Airside Operations Manager or the Airport Business Office Manager, then the original route, schedule or headway, with such change, if any, as may be approved by such member of the Port staff, will be implemented by Operator until Operator has been advised by the Airside Operations Manager or a member of the Airport Business Office staff that the emergency has ended. Services will be limited to fixed routes and schedules and special needs/emergency service as designated by the Director or the Designee. Port reserves the right to order changes in the Services to be performed by Operator. All such changes shall be incorporated in written change orders executed by the Director or the Designee which shall specify the changes ordered and the adjustment of compensation if any. Any Services added to the scope of this Agreement by a change order shall be executed under all applicable conditions of this Agreement. No other claim for additional compensation will be recognized. Except due to any event of Force Majeure as defined in **Section 36.10** of the Agreement, Services may not be interrupted at any time. The specified minimum number of Shuttle Buses required to be operating, as described herein, must be in service during and including rest, meal, and/or fueling breaks. There are no exceptions to this requirement.

Port intends for the Airport Shuttle and On-Call BART Bus Bridge (“BART-OAK”) Services to be operated free of charge to all Airport customers, employees and stakeholders and Operator agrees to operate such Services in such manner.

2. SERVICE GOALS

Operator shall:

- 2.1 Provide and operate a high quality, safe, and secure shuttle bus system sensitive to the needs of all Airport customers,
- 2.2 Operate efficiently, effectively and economically within service performance standards, and
- 2.3 Communicate effectively with designated Port staff, customers, the general public and individuals who work at the Airport.

3. REQUIRED AND OPTIONAL SERVICES AND USES

3.1 Optional Services and Uses

Subject to the prior written approval from the Director or the Designee, Operator may be granted the option to provide additional services and uses which are ancillary to and compatible with the required Shuttle Fleet Operations and Services described herein.

3.2 Prohibited Uses

The services and uses described herein, both required and optional, shall be the only permitted services and uses. Operator agrees not to use the Airport for any other purpose or engage in or permit any other business activity within or from the Airport by itself, its employees, agents or invitees. Operator agrees not to conduct or permit to be conducted, by itself, its employees, agents or invitees: any public or private nuisance in, on or from the Airport; to commit or permit to be committed any waste in, on or from the Airport; or to violate or permit to be violated any Laws.

4. SHUTTLE BUS SERVICES

All Services shall be operated according to procedures and operating plans designated from time to time by the Director or the Designee. The Operator shall, at a minimum, perform the following functions related to these Services without limitation:

- 4.1 Operate the Shuttle Buses in accordance with a Shuttle Bus schedules approved by the Director or the Designee;
- 4.2 Provide licensed, with required DOT and DMV endorsements, trained, professional and courteous Shuttle Bus drivers to operate the buses and assist the public;
- 4.3 Render such other related Services as may be requested by the Director or the Designee, including unscheduled charter Shuttle Bus Services and On-Call BART Bus Bridge ("BART-OAK").

In providing Services, Operator shall not annoy, disturb, injure, harm or offend the general public, the tenants of the Airport or Port personnel. In addition, Operator shall address each customer complaint regarding the Services within five (5) working days of receipt by Operator of the notice of such complaint.

5. ROUTE DESCRIPTIONS

The Operator shall provide the Services on the Airport, between the Terminal Buildings and the Parking Facilities using the following fixed routes as determined by the Director or the Designee:

- 5.1 Parking Lot Shuttles: are operated between OAK's airline terminals and the Economy Parking Lot and two permit (employee) parking lots:

- a. The Economy Parking Lot contains 1,935 stalls and is located off of John Glenn Drive. Round trip distance for this route is approximately 2 miles.
 - b. The Neil Armstrong Lot (“NAL”) contains 646 parking stalls and is located off of Neil Armstrong Way. Round trip distance for this route is 1 mile.
 - c. The Oakland Maintenance Center (“OMC”) Parking Lot contains 834 stalls and is located off of John Glenn Drive. Round trip distance for this route is approximately 1.8 miles. Alternatively, the Airport may relocate this permit parking area to the former Economy Parking Lot located across Ron Cowan Parkway (east of) the OMC Parking Lot. If relocated, round trip distance for this route will be 1.9 miles.
- 5.2 On-Call BART Bus Bridge (“BART-OAK”): on-call service shall be provided between OAK’s airline terminals and the Coliseum/Airport Bay Area Rapid Transit District (“BART”) Station. The round trip distance of this route is approximately 8 miles.

6. MINIMUM SERVICE HOURS AND HEADWAYS

Operator shall operate scheduled courtesy (fare-free) fixed-route Services on the Airport, between the Terminal Buildings and the designated surface parking lots. Service frequencies shall be determined by the Director or the Designee. At minimum, the Service shall be as follows:

- 6.1 Economy (Public) Parking Lot: operate between terminals and Economy Parking Lot 38.5 operating hours per day (minimum 3 buses per shift, except graveyard), from 04:15 to 22:15 every ten minutes (or with such other frequency as may be determined by the Director or the Designee on at least two (2) business days prior written notice to Operator). One bus shall operate on this route from 22:15 to 01:15. Buses shall pick up and drop off passengers at designated passenger waiting areas or shelters within the lot and in front of the airline terminals.
- 6.2 Employee (Permit) Parking Lots: operate two separate routes between the airline terminals and the NAL and the OMC lot, 46 operating hours per day per route (minimum 2 buses per shift). Buses shall operate on the OMC route every ten minutes, 24 hours a day, seven (7) days a week, including holidays. The NAL route operates from 03:10 to 01:30, seven days per week. Changes in frequencies may be determined by the Director or the Designee on at least two (2) business days prior written notice to Operator). Buses shall pick up and drop off passengers at designated passenger waiting areas or shelters within the lot and in front of the airline terminals.
- 6.3 On-Call BART Bus Bridge (“BART-OAK”): provide on-call service between the Terminal Buildings and the Station using fixed routes, at a headway frequency determined by the Director or the Designee. As needed services shall operate between the Station and the Terminal Buildings. Operator agrees to provide this service in an orderly manner from the Station to the Terminal Buildings so as not to inconvenience passengers. Service will be operated between the hours of 5:00 AM and midnight, Monday to Saturday, and 8:00 AM and midnight, Sundays and Holidays with a frequency of ten minutes apart from each other, unless otherwise designated by the Director or the Designee. Operator agrees to maintain a separate accounting of service hours for the BART-OAK Service. Pick-up and

drop-off stops are at the bus loading area at the Station and at designated stops in front of the Terminal Buildings. Buses shall not drop off and pick up passengers at any other locations or stops as designated by the Director or the Designee.

7. CHANGES TO ROUTES AND AREAS SERVICED

The Director or the Designee, at his or her sole discretion, may relocate service areas and routes, assign temporary and or permanent facilities, and direct the Operator to provide the Services for the new and/or temporary parking facilities, train stations, business parks, hotels and such other service areas deemed fit.

The Director or the Designee reserves the right to make temporary, minor route and schedule changes when bus ridership fluctuation occurs or the buses are prevented from following the prescribed route because of road conditions.

The Director or the Designee reserves the right to reduce or increase the proposed bus service hours during the Operating Term.

8. SHUTTLE SERVICE VEHICLE FLEET DESCRIPTION

8.1 The Port will provide a total of fifteen (15) ADA equipped Compressed Natural Gas (CNG) powered, heavy duty, transit-type buses necessary to perform the Services and such shuttle buses shall remain the property of the Port. A summary of the vehicle fleet available at the start of the contract is provided below:

- a. Ten (10) Compressed Natural Gas (CNG) powered, cutaway buses (2003 AerotheC5 E-450 – 25') to perform the Shuttle Bus Service and such shuttle buses shall remain the property of the Port.
- b. Five (5) Compressed Natural Gas (CNG) powered heavy duty, transit-type buses (2009 El Dorado Low Floor Axess – 40'). These are used on the routes serving the Economy Lot and the OMC Lot, and occasionally/as-needed on the BART Bus Bridge ("BART-OAK") route.

The number, size, and/or type of buses may be increased and/or decreased at the Port's discretion throughout the term of the contract.

8.2 The Operator shall also follow the following procedures:

- a. Place signs on the outside front side of each Shuttle Bus showing the destination of such Shuttle Bus;
- b. Place, provide, and dispense a supply of self-addressed, stamped postcards addressed to the Airport Business Office, which invites passengers to utilize the postcards for submitting comments, complaints, and suggestion;
- c. At the beginning of each shift, each Driver shall inspect the Shuttle Bus for overt signs of damage or malfunction, shall cycle the wheelchair lift and check operation

of the wheelchair securement devices and shall report any malfunction to a dispatcher and record such malfunction on the daily log; and

- d. The Driver's name shall be displayed in each coach with lettering not less than one inch in height.

9. ACTIVITY REPORTS

Operator shall submit to the Director or the Designee daily, monthly, and annual reports for all of the Shuttle Services on report form templates, which shall be provided by Operator or Port, at Port's election. These templates may be modified at any time by the Director or the Designee.

Such Service reports shall include, at a minimum, such statistical reports concerning management and operation of the Services as the Port reasonably may require from time to time.

Any and all daily reports shall be submitted by noon of the next business day. Preliminary monthly reports shall be submitted by the 5th calendar day of each month and final monthly reports shall be submitted by the 10th calendar day of each month. If the 5th or 10th calendar day of any month falls on a weekend or legal holiday, the report will be due on the next business day. Annual reports shall be submitted within thirty calendar days of the end of each calendar year. Operator shall supply Port with such other financial or statistical reports as the Director or the Designee may request from time to time during the Operating Term. Failure to provide reports within the time required will result in the assessment of an Administrative Fee as specified in **Exhibit F**. Submission schedules may be adjusted at the sole discretion of the Port.

10. ADDITIONAL SERVICES

Upon written notice by the Director or the Designee, Operator may be required to perform a variety of additional duties including but not limited to the following:

- 10.1 On-board passenger counts;
- 10.2 On-board passenger surveys;
- 10.3 Purchase, installation and maintenance of signs and schedule holders over and above the requirements described herein, which shall be subject to prior cost approval by the Port;
- 10.4 Purchase and/or rental and maintenance of cell phones and/or radios for Operational Supervisors and supervisory vehicles over and above the requirements described herein;
- 10.5 Purchase and/or rental of additional equipment or materials over and above the requirements described herein or contained in the approved Budget, and necessary for the Operator's staff to supervise the performance of this Agreement;
- 10.6 The loan or use of supervisory personnel from Operator's corporate headquarters for Shuttle Bus related projects over and above those described herein; and
- 10.7 The loan or use of clerical or secretarial personnel from Operator's corporate headquarters for Shuttle Bus related projects over and above those described herein.

Operator shall be reimbursed, as a Reimbursable Expense, in an amount that is equal to actual costs incurred by Operator for any such additional service, as approved by the Director or the Designee. Operator may include any such approved costs (after the expense has actually been incurred and paid for by Operator) in the regular monthly invoice as a Reimbursable Expense.

11. ADMINISTRATIVE FEES

Administrative Fees will be charged to the Operator for any violations of the provisions of this Agreement, as enumerated in **Exhibit F**.

12. MAINTENANCE AND REPAIR

Operator shall be responsible for coordinating the primary, associated and preventative maintenance, and any warranty or non-warranty repair of the buses, with a minimal spare ratio. The Operator shall transport shuttle buses, which Operator knows or reasonably should know are in need of repair, replacement or maintenance, to the Bus Maintenance Facility designated under the Maintenance Agreement set forth in **Exhibit S**, as that agreement may be amended or replaced, at the times designated by the Director or the Designee for periodic maintenance and repairs.

The Port, through its contractor, shall provide maintenance for the Shuttle Buses. The Director or the Designee shall provide Operator with an updated initial maintenance schedule upon contract execution. However during the term of the Agreement the Operator shall work with Port staff to cooperatively prepare and update a maintenance schedule. Operator shall schedule the operation of the Shuttle Buses to ensure that each Shuttle Bus is available for maintenance as scheduled. Notwithstanding the maintenance schedule, Operator shall withdraw any Shuttle Bus from service as soon as possible after Director's request at any time during the term of the Agreement. Operator shall direct its employees to monitor the condition of the Shuttle Buses during the course of operation of the Shuttle Buses. Operator shall notify the Director or the Designee if Operator determines that any Shuttle Bus requires maintenance in advance of its scheduled maintenance.

13. FUELING!

The Port will supply the fuel to operate the buses for the Shuttle Service through an off-site fleet fueling program. Operator shall be responsible for fueling the shuttle buses and service vehicles at fueling stations and suppliers designated by the Director or the Designee. Costs of fueling the shuttle buses or service vehicles at unauthorized fueling stations or from unauthorized suppliers shall not be reimbursable unless approved in advance by the Director or the Designee.

Operator is responsible for a fuel tracking system to identify at a minimum, dates, vehicle, and amount of fuel, type of fuel used, and mileage of vehicle when fueled.

14. BUS WASHING AND CLEANING LOGS

Operator is responsible for coordinating fleet washing as well as major cleaning (inside and out) of the fleet to include sweeping out each vehicle, wiping down seats and other surfaces, as well as removal of trash and debris.

Operator is responsible for maintaining a bus wash tracking log to identify at a minimum, dates, vehicles washed, type of wash (interior or exterior), and mileage of vehicle when washed.

15. PASSENGER COUNTS

An automated or manual methodology is required for providing passenger counts daily, with hourly counts, in an Excel format.

16. VEHICLE DAMAGE

Operator shall notify the Director or the Designee of all vehicle damage (interior and exterior) that occurs through the performance of this Contract. All vehicle damage should be photographed and reported to the Director or the Designee prior to initiating the repair. The Director or the Designee will monitor the condition of the vehicles and will solely determine if the Operator is in anyway subjecting the vehicles to other than ordinary wear and tear or consuming fuel in excess of what would be expected for the operation. All repairs shall be covered by the insurance provider, or a direct expense to the contractor for any such said repairs for damage.

17. PERMIT AND FEE STRUCTURE

All drivers must have current CDL driver's licenses with all proper endorsements. Operator must also have all applicable City, County, and State business licenses. The Port will title and license its supplied vehicles as well as pay for any Port-levied fees, as well as any state, county, or national fees.

18. CPUC PERMITS

Operator shall possess and maintain all permits required by the California Public Utilities Commission (CPUC) for all shuttles servicing the Airport during the entire Operating Term.

19. LEVYING CHARGES PROHIBITED

Under no circumstances will Operator, its drivers or employees levy charges of any kind to passengers using the Airport Parking Lot Shuttle Service, or accept or solicit gratuities.

20. LOST AND FOUND

All articles found by the Operator, its agents or employees, or which are found by patrons and given to the Operator, shall be turned over to the Airport Lost and Found Department as lost and found items. The Operator, its agents and employees shall have no right to reclaim said articles. Lost and found articles while in possession of the Operator, its agents and employees, that cannot be accounted for, will be reimbursed by Operator to the Port at the fair market value of the articles, as reasonably determined by the Port, or replaced at the Operator's sole expense.

21. CUSTODIAL SERVICES

Operator shall provide suitable covered fireproof receptacles for the safe and sanitary disposing of all trash (including any Toxic Materials, which shall be disposed of in accordance with the requirements of **Section 14.2 of this Agreement**,) and other refuse which may be generated at the Premises and on the Shuttle Buses. Piling of refuse or other similar items in view of a public area is prohibited. Operator shall provide all custodial services to the Shuttle Buses and shall keep the Shuttle Buses clean, attractive and in good repair.

22. NO SOLICITATION

Operator and/or its employees shall not engage in the sale of any product or service, or the solicitation of such sale, at the Airport except as expressly authorized by written permission by the Director or the Designee.

23. MANAGEMENT INFORMATION SYSTEM

Operator shall be responsible for producing and maintaining a current and relevant Management Information System (MIS) database for the Shuttle Services at no additional charge to the Port. The MIS will serve as a database for both the Director or the Designee and the Operator to monitor and evaluate the productivity of the service. At a minimum, the Operator's key management personnel shall be required to have electronic file transmission capabilities with the Director or the Designee at all times.

Operator will collect, prepare, and summarize in a monthly report to the Director or the Designee, the following:

- 23.1 Weather report (daily);
- 23.2 Missed trips (daily);
- 23.3 Service interruptions due to mechanical road calls (daily), passenger disputes, accidents, and other reasons;
- 23.4 Additional/added miles and hours (daily) with explanation;
- 23.5 Miles operated per vehicle (reported monthly for the prior month, and year to date);
- 23.6 Number of complaints/compliments received (monthly), how resolved, and any changes to be made;
- 23.7 Vehicle collisions/incidents (daily, reported immediately to the Director or the Designee);
- 23.8 Riders (by trip, boarding, on a daily basis);
- 23.9 Passenger survey distribution upon a need by need basis.

All required data reporting shall be provided to the Director or the Designee by the 10th calendar day of each month. Any failure to comply with the required reporting needs as a result of

the Operator's failure to comply will result in liquidated damages and reduction of payment to the Operator as specified in **Exhibit F**.

24. COMMUNICATIONS SYSTEMS

Operator will be responsible for providing a two-way communication system on all of its own supervisory vehicles and paying for the monthly service charge for air time. The system must allow for vehicle-to-base and supervisor communication, as well as multiple receiver/broadcast operation (e.g., two-way radio system or NEXTEL Direct Connect type system). Operator shall also provide to the Director or the Designee a communication system/mechanism to stay in contact with local transit dispatch and other area shuttle services. Operator shall be responsible for maintaining the communication systems in all service vehicles, including provision of spare equipment. Operator will be responsible for maintaining base stations and antennas, and other in-house equipment used for dispatching. In addition, handheld mobile units shall be provided for all field/street supervisors and other personnel as needed at Operators expense.

25. HANDHELD RADIO

Operator shall provide the Director or the Designee with a handheld radio to facilitate communications with shuttles when requested.

26. DISPATCHING

Dispatching of Shuttle services will be provided by the Operator including the sign-in/out of bus operators, incident management and road calls, vehicle route assignments, and limited route deviation call-in and vehicle assignment. Deviation requests will be limited to on-the-vehicle requests and scheduling but certain cancellations and other special exceptions may require telephone calls. To the extent deviation requests are handled by telephone, call intake and scheduling of deviations shall be offered by the Operator during all hours of service operation, and call intake provisions shall ensure that all incoming calls are answered with no more than one (1) minute of on-hold time.

27. SPECIAL EVENT SERVICE

Operator shall perform special services as requested by the Director or the Designee. These services include but are not limited to seasonal routes, and special events assigned by the Director or the Designee. The Operator shall make available to the Port, operators for these special marketing and promotional activities. Such activities may involve operation of the vehicle as well as stationary exhibitions. Drivers may be required to hand out material to support special events sponsored by the Port.

28. RODEOS AND OTHER TRANSIT INDUSTRY EVENTS

Operator is encouraged to participate in transit rodeos and other industry events as a means of encouraging quality service and a spirit of enthusiasm, professionalism, and cooperation. Any Port-assigned vehicle used for the practice or competition of rodeo participation shall be approved in writing by the Director or the Designee.

29. SERVICE/SUPPORT VEHICLES

Operator must provide all other rolling stock used to support the service such as supervisor's and maintenance vehicles and bus operator relief cars, at its expense. Operator may not use Port-assigned vehicles for support functions, such as bus operator relief, without the express consent of the Director or the Designee. The Operator will furnish and maintain all necessary support vehicles in order to ensure field supervision mobility, bus operator field relief capability, road call maintenance, and vehicle towing throughout the service area at all times while the vehicles are operated. Towing and road call services may be handled by contractual agreement with local firms.

30. OPERATING FACILITY

Operator will be provided with a dedicated administrative and vehicle staging facility and Operator will not have to pay for this space. However, the Operator is responsible for interior and exterior cleaning, and related expenses to occupy and provide a working environment for employees. Operator shall provide to the Director or the Designee a copy of its written disaster recovery plan to be used in the event of a fire or any other disaster at the office space. This disaster recovery plan should include off-site storage or backup information. Additionally, the Operator shall provide to the Director or the Designee with a Communications plan describing how the Operator will coordinate with the vehicle operators on all scheduling, operations, and call center issues.

PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SHUTTLE BUS, GROUND TRANSPORTATION
& CURBSIDE MANAGEMENT SERVICES

EXHIBIT A-II

**GROUND TRANSPORTATION & CURBSIDE MANAGEMENT SERVICE
REQUIREMENTS**

1. SCOPE OF WORK

The successful Proposer for the Services will coordinate and manage taxicab and door-to-door shuttle vehicle operations for vehicles serving the Airport terminal curbsides at Terminal 1 and Terminal 2. Services will include vehicle dispatching, management of vehicles and drivers in the Hold Lot, curbside management of vehicles and passengers, and collection of Vouchers. The scope of these services focused on the management of taxicab and door-to-door shuttles. However, the successful Proposer would be expected to be knowledgeable about the overall commercial ground transportation operation and to assist the Port in monitoring compliance with the Port's operating rules and regulations.

Currently there are approximately 210 taxicabs permitted to operate at the Airport. The current taxicab operating agreement allows a maximum of 105 taxicabs to serve the Airport in any given day. Door-to-door shuttle operators provide on-demand and reservation services. Approximately 45 on-demand and 350 reservation door-to-door shuttle vehicles are permitted to operate at the Airport.

Curbside Management operations require staff at the North Field Hold Lot ("Hold Lot") and starters and coordinators on the curbside. The starters at the curbside location summon taxicabs and on-demand door-to-door shuttles from the hold lot via radio or courtesy phone communications to the hold lot attendant. Vehicles are dispatched directly to the designated curbside pick-up locations in front of the terminal buildings. The current hold lot and designated terminal pick-up locations are shown on **Attachment 2**. Operations may be modified during heightened national security alerts or for other reasons as determined by the Director of Aviation or Designee.

2. SERVICE GOALS

Operator shall:

- 2.1 Provide a high quality, safe, and secure the Services sensitive to the needs of all Airport customers;
- 2.2 Operate efficiently, effectively and economically within service performance standards; and
- 2.3 Communicate efficiently, effectively and economically within service performance standards; and

3. FACILITIES

The facilities needed to perform the requested services are provided by the Port and include one (1) booth located at the Hold Lot, and three (3) booths that are located at the Terminal curbside

for taxicabs and door-to-door shuttle operations. The Port will provide a telephone at each booth and a loud speaker at the Hold Lot on the North Field. The Port will be responsible for the custodial, maintenance, and repair expenses related to the use of these booths, except for damage caused by the negligence or willful misconduct of Operator, its officers, employees, agents, contractors, or invitees, which shall be repaired by Port at Operator's sole expense.

The Port reserves the right, at the Port's expense, to relocate these booths from time to time to such other location at the Airport as determined by the Director of Aviation or the Designee.

4. OPERATIONS

Three (3) curbside positions and one (1) hold lot position shall be staffed to provide ground transportation starter/dispatcher/curbside coordinator services. The taxicabs and on-demand door-to-door shuttle vehicles that are permitted to pick-up passengers at the Airport are first required to stage in the commercial vehicle hold lot located off Earhart Road. Taxicabs are dispatched to the terminal curbside based on a first-come, first-serve basis, and on-demand door-to-door shuttles are dispatched on a rotation basis. Reservation door-to-door shuttles may proceed directly to the curbside. Designated passenger pickup areas for taxicabs and on-demand shuttles are located on the second curb. Designated passenger loading areas for the reservation shuttles are located on the third curb. Curbside management personnel operate out of booths located on the curbside. There are a total of three booths currently in operation—two on the second curb (one for the on-demand shuttles and one for the taxicabs), and one booth on the third curb for the reservation shuttles shared with On-Demand services.

5. QUALITY OF SERVICE

Operation under the Agreement is a service to the general public, airline passengers and other users of the Airport, and Operator shall conduct its operations in a first-class, businesslike, efficient, courteous and accommodating manner. The Landside Operations Manager shall have the right to make reasonable objections to the character of service rendered the public. Operator shall discontinue or remedy any such objectionable practice promptly after receiving written notification from the Landside Operations Manager. Failure to comply with the foregoing shall constitute a breach of the Agreement.

6. HOURS OF OPERATION

Ground Transportation & Curbside Management Services generally need to be provided for a maximum 24-hour period, seven (7) days per week, 365 days per year. During low volume periods, some services may be reduced, or not be required. Specific operating hours for each position and function will be developed as part of this operating agreement and documented in the Procedures Manual. door-to-door shuttle service. The Landside Operations Manager reserves the right to approve and change the hours of operation.

7. PROCEDURES FOR TAXICAB AND DOOR-TO-DOOR SHUTTLE OPERATIONS

A procedures manual shall be developed by the Operator within thirty (30) days after the Commencement Date that incorporates the existing practices and procedures. Under direction of

the Port, the Operator may modify the existing procedures to improve the efficiency of the Ground Transportation & Curbside Management Services.

8. FACILITY IMPROVEMENTS

Upon request Operator shall assist Port staff in evaluating, proposing and implementing facility improvements. Such services may include facilitating the design, procurement, financing and deployment of new facilities, equipment and technology intended to improve the quality and efficiency of operations, on a reimbursable basis as described **Exhibit D-Section 2**.

9. AIRPORT RULES AND REGULATIONS

The Port may adopt and enforce Airport Rules and Regulations which Operator agrees to observe and obey, with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services, provided that such rules and regulations shall not be inconsistent with safety and with rules, regulations and orders of the FAA and TSA with respect to all of the Airport. Except in the case of an emergency, the Port shall endeavor to give Operator written notice and opportunity to comment on any proposed changes or additions to the Airport Rules and Regulations that could impact Operator's operations at the Airport before such proposed rules and regulations are adopted by the Port. If requested, the Port shall provide a copy of such rules and regulations to Operator.

Operator shall comply with all Airport Rules and Regulations and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether Federal, State, or local, lawfully exercising authority over the Airport or the activities thereon, including compliance with FAA, TSA and Airport security rules, regulations and plans, Port Airport rules, regulations and any taxicab licensing requirements or California Public Utilities licensing requirements.

To the fullest extent authorized by law, Operator shall be liable to the Port for any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon the Port due to Operator's violation of any governmental rules, regulations or standards as now or may hereafter be promulgated or enacted, including, but not limited to, the payment of any fines or penalties for any breach of security, arising from the unauthorized entry of any person or vehicle onto Airport or from any other violations or incidents caused directly or indirectly by the act, omission, negligence, abuse or carelessness on the part of Operator or its employees, contractors, agents, or suppliers.

The Port shall not be liable to Operator for any diminution or deprivation of possession, or of its rights hereunder, on account of the exercise of such right or authority as provided in this section, nor shall Operator be entitled to terminate the whole or any portion of the rights granted herein by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with Operator's use and occupancy of the Operating Area so as to constitute a termination in whole or in part of this Agreement by operation of law in accordance with the laws of the State of California.

10. OPERATIONAL REQUIREMENTS

10.1 Staff Positions

Operator shall provide staff to perform the Ground Transportation & Curbside Management Services as defined herein during all hours of Airport operation for purposes of coordinating taxicab and door-to-door service to Airport customers and insuring they receive prompt, competent and professional service. Adequate staffing levels must be provided to meet the varying levels of activity in an efficient manner. Staff positions include the following:

- a. GT Starter—performs the functions as required on the curbside and in the hold lot to manage and coordinate taxicab and shuttle operations.
- b. GT Supervisor—Oversees the GT Starters and may serve in GT Starter role (floater) as required to supplement staff.
- c. GT Coordinator—Responsible for overseeing the GT Supervisors and the GT Starters, and interacts directly with the Airport Landside/Ground Transportation Unit.

The current operation includes four (4) staffed full-time positions with an as-needed floater to relieve positions for breaks. The GT Supervisor or the floater position transports the GT Starter to the North Field Holding Lot. The curbside management staff operates out of the booths located on the curbside and in the hold lot. Operator shall utilize dispatch system via two-way radios to enable continuous contact with hold lot in order to assist in calling taxicabs or door-to-door shuttles to the Airport as needed. The GT Supervisors and a GT Starters shall wear a uniform at all times, subject to approval by Landside Manager, which identifies both as representatives of Operator.

11. SERVICES

11.1 Taxicabs and On-Demand Door-to-Door Shuttles

The GT Supervisor or GT Starter shall inquire of passengers approaching the taxicab or door-to-door shuttle area if they desire service for the prospective mode of transportation and shall not solicit fares from Airport customers. Upon receiving an affirmative indication, GT Supervisors or GT Starters shall open doors and assist passenger(s) into the first available taxicab or door-to-door shuttle and concurrently hand passenger a comment card approved by Airport Director or Designee containing the vehicle number, a phone number for comments and a customer service questionnaire. The Ground Transportation Coordinators shall monitor the performance of the GT Supervisor / GT Starter, assisting them with operations whenever required.

The GT Supervisor / GT Starter shall monitor the taxicabs, on-demand and reservation door-to-door shuttles verifying that all vehicles are properly permitted and are operating according to the Ground Transportation Rules and Regulations. The GT Supervisor / GT Starter shall be knowledgeable of the Airport's Commercial Ground Transportation policies and rules and regulations for all commercial vehicles, observe operations of all users of the commercial curbside, and report any infractions of the rules (i.e., loading/unloading outside of designated areas, improper use of 1st curb, missing or expired permits) to Landside Operations. The GT Supervisor shall attend all meetings relevant to Ground Transportation as required.

The GT Supervisor / GT Starter shall be able to quote approximate meter rates to various cities and destinations for customer information. It shall be Operator's responsibility to make sure all taxicabs and door-to-door shuttle operators meet the terms and requirements of this Agreement. Taxicab or door-to-door shuttle drivers not complying with the conditions of the Port Ordinances shall be reported to Landside Operations and may receive Notices of Violations. All relevant incident reports shall be submitted to Landside Operations. The Operator shall also report rules infractions by other ground transportation operators (such as limousines and courtesy vehicles) to Landside Operations.

The GT Supervisor or GT Starter shall summon taxicabs from the Hold Lot as required by Airport patron demand. Curbside personnel shall also provide ground transportation information to the traveling public, including but not limited to (a) identifying choices of public transportation available; (b) describing the meter taxi system versus shared ride system; (c) assisting passengers with luggage and doors when loading, (d) managing the taxicab/shuttle wait line in an orderly first come first serve basis; and (e) maintaining crowd control during peak volume periods.

Taxicab and on-demand shuttles are required to pay per trip fees through Vouchers which are purchased prior to arrival at the Airport from Landside Operations. The GT Supervisor/GT Starter shall collect Vouchers from all taxicabs and on-demand door-to-door shuttles for each trip to the curb to pickup passengers. Vouchers are collected from the drivers, then logged and reported on a daily basis, and summarized in monthly reports and described in **Section 35 below**. The Coordinator reviews and validates the Voucher report, and maintains the collected Vouchers for a period of six months.

The Director or Designee reserve the right to request Operator to conduct additional duties such as customer surveys, commercial vehicle surveys and limousine waybill checks.

11.2 Reservation Shuttles

Reservation shuttles currently load passengers on a designated location on the third curb.

The GT Supervisor or GT Starter working at the reservation loading area shall greet the passengers and help to direct them to the appropriate reservation shuttle operator. The GT Supervisor/GT Starter shall record the name, shuttle company, party size and destination. When the van arrives, the GT Supervisor/GT Starter collects the waybill from the shuttle driver. The activity logs will be collected daily and summarized in monthly report (see **Exhibit E**).

Supervisor/GT Starter working on the Reservation Shuttle curbside shall be responsible for contacting the shuttle company in the event of a no-show, and shall be notified by a company if they are sending an alternative vehicle (possibly operated by another company) and communicate any changes to the passenger holding the reservation.

11.3 Transportation Network Company (TNC) Services

Drivers and vehicles seeking to pick up customers at the Airport are required to wait (dwell) at an off-Airport location, until receiving a message from their respective company to come to the designated terminal curb to pick up a specific customer. TNC drivers and vehicles arriving at the Airport to drop off a customer must also proceed directly to the specified terminal curb. After dropping off their customer, each vehicle must depart and is not allowed to wait for another customer and can only pick up if a ride is already arranged.

Operator shall be responsible for dispatching, traffic management and enforcement of Port Rules and Regulations. These tasks include ensuring that TNC drivers keep moving and do not dwell at the curb for an excessive time; assist TNC customers, communicate with law enforcement or Airport staff to for assistance; maintain logs detailing TNC volume by shift to identify peak periods for the purpose of staff scheduling and resource allocation; and track vehicles lacking valid TNC identification and transmit that information to Port staff.

12. NORTH FIELD HOLDING LOT ATTENDANT

Operator must have an attendant in the holding lot during the hours of operation from 0530 hours to 0130 hours for monitoring the operations and operator conduct in the lot and to dispatch taxis and shuttles to Terminals, when called. The attendant will report any unusual incidents or disturbances to Landside Operations, Airside Operations after business hours or to Alameda County Sheriff Aviation Unit for incidents that require a Law enforcement response. Attendant may be required to inspect drivers' license and vehicle permits, and enforce compliance with appearance standards and vehicle cleanliness standards as direct by Landside Operations.

13. CONDUCT OF DRIVERS AND EMPLOYEES

Operator's employees shall conduct business in a professional manner and shall not annoy, disturb, or be offensive to Airport customers, passengers or drivers. Operator shall not employ any person(s) in or about the Airport who use offensive language or act in a loud, boisterous, or otherwise improper manner. Operator shall retain qualified, competent and experienced personnel to supervise the taxicab and door-to-door operation at all times during service hours in order to ensure the maintenance of a high standard of service to the traveling public. Operator staff shall not accept tips. Operator shall enforce the terms of this Agreement concerning the conduct, demeanor, and appearance of its personnel. Subject to requirements of Law, Operator shall not knowingly employ or keep in its employ in connection with the taxicab or door-to-door service any person who has been convicted in a court of competent jurisdiction of theft or misappropriation of funds. Upon notice from Airport Director regarding objectionable conduct, demeanor, or appearance of its personnel, Operator shall immediately remove said personnel at the sole discretion of the Airport Director.

14. RESOLUTION OF COMPLAINTS

Operator shall be required to resolve written and oral complaints about its staff received from the public or Port to the satisfaction of Airport Director. Operator shall take all necessary steps to address such complaints and shall respond in writing to the complaining customer. Operator's response shall include any actions taken by Operator to resolve the complaint.

15. SOLICITATION PROHIBITED

Operator shall ensure that drivers remain in the immediate vicinity of the taxicab or shuttle queuing and hold area provided for herein.

16. NONINTERFERENCE

Operator shall cooperate with and not interfere with the operations of Port and other operators at the Airport. Operator shall not do anything or fail to do anything which would invalidate or conflict with any Port policies required under this Agreement.

17. OPERATION MANUAL

Operator shall maintain a current Standard Operations Manual approved by Airport Director specifying the operating procedures to be followed by Operator for the taxicab and door-to-door curbside management operation at the Airport. Any changes or revisions to the Operating Manual subsequent to the Commencement Date shall be provided to the Airport Director. The approved Operation Manual and the operating procedures contained therein are hereby incorporated into and made a part of this Agreement. Operator agrees to conduct the taxicab and door-to-door operation and any ancillary operations authorized under this Agreement in compliance with the provisions of the Operation Manual.

18. CURBSIDE MANAGEMENT ACTIVITY REPORTS

18.1 Daily Reports

All incidents shall be reported to the Port on a daily basis, including original field reports and Supervisors incident reports.

18.2 Monthly Taxi Service and Door-To-Door Shuttle (On-Demand/Reservation) Reports

Within ten (10) days following the last day of each month of service, Operator shall submit a monthly report containing all of the following information: (a) a summarized count of the total number of trips for the month, by class of operator; (b) an itemized list of all incidents provide by Operator staff indicating date, GT Operator's name, GT Company name, GT Operator's vehicle number (previously submitted on the day of occurrence), (c) a list of accumulated incident reports / complaints indicating date(s) of incident reports / complaint(s), Company name, GT Operator's name, vehicle fleet number, total number of incident / complaints against the GT Operator, and the GT Operator's status; and (d) a graph showing a comparison of monthly trip totals.

19. OPERATING AREA

The Port grants to Operator the temporary right to use that certain property hereinafter referred to as "Operating Area", as shown on **Exhibit B**. Said exhibits depict the curbside queuing areas for shuttles and taxicabs at the terminal curbsides ("curbsides"), a Ground Transportation Hold Lot and booth currently located off of Earhart Road in the Airport's North Field ("Hold Lot"), and curbside booths for use by the Operator to direct passengers at the Airport. Size and location of both queuing and holding area, as well as location of kiosks, may be modified, relocated or

removed at any time by the Port. Notice of such modification, relocation or removal may be given by the Landside or Business Manager.

20. NATURE OF OPERATING AGREEMENT

The Port is granting to the Operator the right to use the Operating Area only.

That Port shall have the right to close, relocate, expand and reduce any portion of the Operating Area described in **Attachment 2** during the Operating Term by providing Operator with 30 days prior written notice, unless an emergency exists, in which case the Port shall provide verbal or written notice as soon as practicable.

That Operator shall not make any modifications, including but not limited to, the expansion or reduction of the Operating Area without prior written approval from the Airport Director.

That Operator may be granted the option to provide certain additional services and uses subject to further written approval from the Airport Director. In that event, payment of revenues generated by such services and uses shall be determined by Port's Landside Operations Manager, Airport Business Manager and Airport Director at the time approval is granted.

21. USE, OPERATION, MAINTENANCE AND CONDITION OF OPERATING AREA

Operator's use of the Airport shall be limited to the operation and management of a curbside service at locations described in **Exhibit A-II** or at such other locations as may be determined by Airport Director.

Operator agrees not to use the Airport for any other purpose nor to engage in or permit any other activity by Operator's employees, agents, vendors or contractors, within or from the Airport. Operator agrees not to conduct or permit its employees, agents, vendors or contractors to conduct any public or private nuisance in, on or from the Airport, or to permit its employees, agents, vendors or contractors to leave any waste or other form of debris in or about the Airport.

Subject to the prior written approval of the Airport Director, Operator may be granted the option to provide those additional services and uses which are ancillary to and compatible with the operational requirements of a Taxi Service and Door-to-Door Shuttle service.

PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
SHUTTLE BUS SERVICES, GROUND TRANSPORTATION
& CURBSIDE MANAGEMENT SERVICES

EXHIBIT B - I FY 2017-18 OPERATING BUDGET FOR SHUTTLE BUS MANAGEMENT SERVICES

Shuttle Bus Services	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	TOTAL
Personnel													
Supervisors	23,000	23,000	24,000	23,000	23,000	24,000	23,690	23,690	24,720	23,690	23,690	24,720	284,200
Dispatch	1,900	1,900	1,900	1,900	1,900	1,900	1,957	1,957	1,957	1,957	1,957	1,957	23,142
Drivers	126,000	123,000	126,000	126,000	126,000	131,159	129,780	129,780	129,780	129,780	129,780	129,780	1,536,839
Payroll Clerk	1,900	1,900	1,900	1,900	1,900	1,900	1,957	1,957	1,957	1,957	1,957	1,957	23,142
Payroll Taxes	12,224.00	11,984.00	12,304.00	12,224.00	12,224.00	12,716.72	23,214.14	23,214.14	23,366.07	15,738.40	14,951.48	12,673.12	186,834
Worker's Compensation	9,122.16	8,943.06	9,181.86	9,122.16	9,122.16	9,489.85	9,395.82	9,395.82	9,457.32	9,395.82	9,395.82	9,457.32	111,479
Overtime	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Health Insurance	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,001	24,000	288,001
Pension Plan	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	33,600
Total Personnel Expenses	\$ 202,446	\$ 199,027	\$ 203,586	\$ 202,446	\$ 202,446	\$ 209,466	\$ 218,294	\$ 218,294	\$ 219,537	\$ 210,818	\$ 210,032	\$ 208,844	\$ 2,505,237
Non-Personnel													
Communications	\$ 2,300	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 26,500
Materials and Supplies	600	600	600	600	600	600	600	600	600	600	600	600	7,200
Printing Costs	50	50	50	50	50	50	50	50	50	50	50	50	600
Gasoline Expenses	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Management Fees	47,294	47,294	47,294	47,294	47,294	47,294	48,712	48,712	48,712	48,712	48,712	48,712	576,036
Bus Washing & Cleaning	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	20,130
Background / DOT checks	500	600	600	600	600	600	600	600	600	600	700	700	7,300
Janitorial Service	600	600	600	600	600	600	600	600	600	600	600	600	7,200
Uniforms	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,100	1,000	1,140	1,234	14,074
Other	500	500	500	500	500	500	500	500	500	500	500	450	5,950
Total Non-Personnel Exp.	\$ 55,022	\$ 55,022	\$ 55,022	\$ 55,022	\$ 55,022	\$ 55,022	\$ 56,440	\$ 56,440	\$ 56,340	\$ 56,240	\$ 56,480	\$ 56,524	\$ 668,590
Total Shuttle Services Expense	\$ 257,468	\$ 254,049	\$ 258,607	\$ 257,468	\$ 257,468	\$ 264,487	\$ 274,733	\$ 274,733	\$ 275,877	\$ 267,058	\$ 266,512	\$ 265,368	\$ 3,173,827

PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
SHUTTLE BUS SERVICES, GROUND TRANSPORTATION
& CURBSIDE MANAGEMENT SERVICES

EXHIBIT B - II FY 2017-18 OPERATING BUDGET FOR GROUND TRANSPORTATION & CURBSIDE MANAGEMENT SERVICES

Curbside Management Services													
	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	TOTAL
Personnel													
GTS Supervisor	21,000	21,000	23,500	22,500	23,500	23,500	23,175	22,148	23,375	23,175	23,175	23,000	\$ 273,048
Dispatch	1,900	1,900	1,900	1,900	1,900	1,900	1,957	1,957	1,957	1,957	1,957	1,957	23,142
Ground Transportation Wages	85,000	82,800	85,000	82,800	85,000	87,000	87,000	85,000	82,800	82,800	85,000	82,800	1,013,000
Payroll Clerk	1,900	1,900	1,900	1,900	1,900	1,900	1,957	1,957	1,957	1,957	1,957	1,957	23,142
Payroll Taxes	8,784.00	8,608.00	8,984.00	8,728.00	8,984.00	9,144.00	16,828.13	16,381.65	16,238.13	10,988.90	10,648.46	8,777.12	133,094
Worker's Compensation	6,555.06	6,423.72	6,704.31	6,513.27	6,704.31	6,823.71	6,811.11	6,630.40	6,572.31	6,560.37	6,691.71	6,549.93	79,540
Overtime	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Health Insurance	25,000	25,000	25,000	24,000	22,500	22,500	22,500	22,500	22,500	22,500	22,483	22,423	278,906
Pension Plan	800	800	800	800	800	800	800	800	800	800	800	800	9,600
Total Personnel Expenses	\$ 151,939	\$ 149,432	\$ 154,788	\$ 150,141	\$ 152,288	\$ 154,568	\$ 162,028	\$ 158,374	\$ 157,199	\$ 151,738	\$ 153,712	\$ 149,264	\$ 1,845,473
Non-Personnel													
Communications	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 8,400
Material & Supplies	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Printing Costs	125	125	125	125	125	125	125	125	125	125	125	125	1,500
GTS Management Fees	13,512	13,512	13,512	13,512	13,512	13,512	13,917	13,917	13,917	13,917	13,917	13,917	164,574
Background / DOT checks	125	125	125	125	125	125	125	125	125	125	125	126	1,501
Janitorial Service	3,890	3,890	3,890	3,890	3,890	3,890	3,890	3,890	3,890	3,890	3,890	3,884	46,674
Uniforms	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Personnel Exp.	\$ 20,352	20,352	20,352	20,352	20,352	20,352	20,757	20,757	20,757	20,757	20,757	20,752	\$ 246,649
TOTAL EXPENSE	\$ 172,291	\$ 169,784	\$ 175,140	\$ 170,493	\$ 172,640	\$ 174,920	\$ 182,785	\$ 179,131	\$ 177,956	\$ 172,495	\$ 174,469	\$ 170,016	\$ 2,092,122

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& CURBSIDE MANAGEMENT SERVICES

EXHIBIT C MONTHLY MANAGEMENT REPORT

**BUDGET AND YEAR TO DATE SUMMARY
SHUTTLE BUS SERVICES AND CURBSIDE MANAGEMENT SERVICES**

EXHIBIT C - MONTHLY MANAGEMENT REPORT

Months Elapsed: **12**
% of FY Elapsed: **100.0%**

Expenses	This Month's Expense	This Month's Budget	% of Monthly Budget	YTD % of Annual Total	Year-To-Date Expense	Annual Budget For Item
Personnel						
GT Supervisor/Manager						\$ 273,048
Supervisors						\$ 284,200
Dispatch						\$ 46,284
GTS Starters						\$ 1,013,000
Shuttle Drivers						\$ 1,536,839
Payroll Clerk						\$ 46,284
Overtime						\$ 30,000
Payroll Taxes						\$ 319,928
Worker's Compensation						\$ 191,019
Health Insurance Union						\$ 566,907
Pension Plan						\$ 43,200
Total Personnel Expenses	\$ -	\$ -		0.00%	\$ -	\$ 4,350,710
Non-Personnel						
Communications						\$ 34,900
Material & Supplies						\$ 13,200
Printing Costs						\$ 2,100
Gasoline Expenses						\$ 3,600
Shuttle Management Fees						\$ 576,036
GTS Management Fees						\$ 164,574
Bus Washing & Cleaning						\$ 20,130
Background / DOT checks						\$ 8,801
Janitorial Services and Supplies						\$ 53,874
Uniforms						\$ 32,074
Other						\$ 5,950
Total Non-Personnel Exp.	\$ -	\$ -		0.00%	\$ -	\$ 915,239
Total Expenses	\$ -	\$ -		0.00%	\$ -	\$ 5,265,949

APPROVED BY MANAGER:

DATE:

PORT OF OAKLAND
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EXHIBIT D BUDGET & REIMBURSEMENT PROCESS

The operating Budgets (as defined below) approved by the Port for the Airport Shuttle Bus Services, and Ground Transportation & Curbside Management Services for the first year of the Operating Term are attached hereto as **Exhibit B-I**, and **Exhibit B-II** respectively.

Operator will submit proposed operating budgets for each Extension Term at least ninety (90) days prior to the date on which such year will commence if the Port exercised its option to extend the Agreement for such Extension Term pursuant to **Section 2.2 of the Agreement**. After Port review, the Operator will revise the estimated budgets to conform to the written recommendations, if any, of the Port. All final budget decisions made by the Port will be accepted and administered in good faith by the Operator. Revised Budgets, approved by the Port, will be in final form at least sixty (60) days prior to the commencement of such year. The Port reserves the right to terminate this Agreement by written notice to the Operator if the parties have not timely agreed to the revised Budgets.

The proposed budgets shall distinguish between the Airport Shuttle Bus Services, and Ground Transportation & Curbside Management Services. The proposed budgets will be submitted on a line item basis. The proposed budgets will describe the Operator's expected expenditures in reasonably accurate detail for the annual period for the specific Service. All listed expenditures will be stated in terms of Operator's actual direct expenses. Unemployment insurance amounts shall be based only on the payroll of employees whose gross wages have not exceeded the limit for taxable wages.

Any reference in this **Exhibit D** to a "Budget" or "Budgets" for the first year of the Operating Term shall refer to the applicable Budgets attached to this Agreement as **Exhibits B-I**, and **Exhibit B-II** and for any subsequent year of the Operating Term shall refer to a Budget or Budgets approved by the Port pursuant to this **Exhibit D**.

Except as otherwise provided in this Agreement, Operator will operate within the Budgets for the respective Services, and within the maximums for each line item in each such Budget. The Operator shall meet with Port staff monthly and quarterly to review year-to-date Budget adherence and financial performance. Line item expenses may exceed budgeted amounts on a monthly, quarterly and annual basis, only with the written concurrence of the Director or the Designee. In no event will any expenditure be approved if approval of such expenditure would cause the Port's aggregate reimbursements to exceed the total annual Budget for either the Airport Shuttle Bus or Curbside Management Services. Any such approval shall not establish a precedent for future monthly Budget or individual Budget line item overages.

1. OPERATING BUDGET FORMAT

The Budgets shall be in such format and detail as the Port may direct, and be prepared using the expense categories determined by the Operator and the Port.

2. BUDGETED REIMBURSABLE EXPENSES

Reimbursable Expenses, as specified in the Budgets, directly incurred by the Operator in the operation of the Airport Shuttle Bus, Ground Transportation & Curbside Management Services shall be reimbursed by the Port, as long as the Operator performs and fulfills all applicable provisions described in the Agreement and provided that:

- 2.1 Reimbursable Expenses are itemized and reported, and supporting documentation is provided as described in the Agreement, and
- 2.2 Requests for reimbursements shall be submitted both in soft-electronic copies in a format acceptable to the Port (including PDF and Microsoft Excel); and hard (original) copies; and
- 2.3 Reimbursable Expenses are within an approved Budget line item and within an approved Budget line item maximum, except as may be approved in writing by the Director or the Designee, but subject to the annual Budget amount as described in the fifth paragraph of this **Exhibit D**.

3. ACTUAL EXPENSE

“Actual Expenses” are defined as all actual expenses incurred by the Operator in performance of the Airport Shuttle Bus, Ground Transportation & Curbside Management Services under this Agreement, and all actual expenses relating to the operation of the Shuttle Buses.

Only Actual Expenses incurred which are either included in the Budget or specifically approved in writing by the Port are “Reimbursable Expenses”. However, the Operator shall submit to the Port and obtain the written consent of the Port for the following details of certain Reimbursable Expenses:

- 3.1 The initial staffing levels by job category for those positions for which salaries are reimbursable by the Port and all changes thereto. The healthcare cost of non-represented staff shall not exceed the amounts set forth in Operator’s Proposal, subject to an annual adjustment of the lesser of the percentage change in the Consumer Price Index from the previous year or an increase of 3%;
- 3.2 The initial salary ranges for those job categories for which salaries are reimbursable by the Port and all changes thereto with the exception of senior management compensation which is included in the Fixed Management Fee and is not a reimbursable expense which is included in the Fixed Management Fee and is not a reimbursable expense;
- 3.3 When a Senior Management position, for which total compensation is included in the Fixed Management Fee, is vacant, the invoiced and payable Management Fee shall be adjusted

to reflect that vacancy, for as long as that position is vacant. Such adjustments shall reflect reduction in position-specific salary, fringe benefits and related payroll taxes;

- 3.4 All individual expenditures exceeding \$2,500 or total expenditures of a similar nature exceeding \$5,000 per year of the Operating Term, including, but not limited to, equipment, improvements to facilities and vehicles, and subcontracts for supplies and services;
- 3.5 Vehicle towing fees;
- 3.6 Emergency repairs of equipment or facilities;
- 3.7 Port approved refunds to patrons;
- 3.8 Port-designated off-site storage facility for Airport parking operation reports;
- 3.9 Maintenance or replacement of Port furnished equipment; and procurement and deployment of new capital equipment requested when requested in writing by the Director or designee;
- 3.10 Expenses related to driving or operating Operator's vehicles that are used solely at the Airport, not to exceed the lesser of \$300 per month per vehicle or an aggregate of \$1,200 per month;
- 3.11 Local telephone expense;
- 3.12 Uniforms and maintenance of uniforms worn by Operator's employees providing Shuttle and Curbside Services;
- 3.13 DMV Pull Notice Program Fees;
- 3.14 Drug Test and Background Checks;
- 3.15 Custodial and Janitorial expenses;
- 3.16 Airport tolls, if any, that Operator's employees are required to pay in order to gain entry onto the Airport to provide the Services;
- 3.17 The cost to purchase one cellular phone (not to exceed \$100) for each of the General Manager and the Assistant General Manager, one replacement cellular phone (not to exceed \$100) for each of them after the third year of the Operating Term of the Agreement, and the monthly cell phone fees (not to exceed \$70.00 in any month) for each of such two cell phones.

For those expenditures that recur each month, the Operator shall notify the Port when it submits its initial request for consent for such expenditure that the expenditure shall be a recurring one and shall provide a detailed schedule setting forth the recurring nature of the expenditure. The Port may, in its sole discretion, provide advance approval of the continued payment of the expenditure based on the schedule provided by the Operator.

4. NON-BUDGETED ACTUAL EXPENSES

The Operator will submit any non-budgeted Actual Expenses to the Port for review and approval in writing, prior to or after the expenditure. Except as otherwise provided for in **Section 9.2 of the Agreement**, Port shall have sole discretion in approving or disapproving any non-budgeted Actual Expenses.

5. NON-REIMBURSABLE ACTUAL EXPENSES

Reimbursable Expenses shall specifically not include any of the following:

- 5.1 Salary, cost and expenses of nonresident legal, audit, administrative, bookkeeping and executive personnel of the Operator, except as specifically approved in writing by the Port. “Nonresident” personnel are defined as personnel who perform home/office and/or central office functions which are not directly related to the Services; and
- 5.2 Any expenses that are not provided for in the appropriate Budget line item or that are not otherwise approved in writing by the Director or the Designee in accordance with the provisions of this Agreement;
- 5.3 Any of the following expenses:
 - a. Charitable or political contributions;
 - b. Legal representation, union negotiations, and/or arbitration hearings;
 - c. Payroll processing expenses Operator may pay to an outside vendor for payroll processing;
 - d. Travel, lodging, meal or miscellaneous expenses for Operator’s employees;
 - e. Uninsured losses and deductibles;
 - f. Except as otherwise expressly provided in **Section 3.10** under “Actual Expenses” in this **Exhibit D**, expenses relating to driving or operating Operator’s vehicle(s);
 - g. Mileage and vehicle expenses for employees’ personal vehicles;

- h. Maintenance, repair or service expenses or service contracts relating to property used by the Operator but not supplied by the Port or procured with Port funds;
- i. Office, janitorial and general supplies not related to or used in providing the Services;
- j. Postage, mailing and shipping charges;
- k. Except as otherwise expressly provided in Section 3.11 and Section 3.17 above under “Actual Expenses” in this **Exhibit D**, telephone service costs;
- l. Employee identification badges provided by the Operator;
- m. Fees for lost or damaged Airport security identification badges;
- n. Fees for lost or damaged Airport parking cards and unreturned Airport parking decals;
- o. Operator sponsored gatherings and activities for employees such as general social functions, holiday activities, parties, gatherings with food and refreshments, working breakfasts, lunches, dinners, snacks, and the like;
- p. Relocation expenses of the Manager(s) or Supervisor(s);
- q. All expenses associated with the hiring or retention of Operator’s employees;
- r. Amounts due the Port for lost, stolen, or unaccounted for funds;
- s. Actual or liquidated damages or Administrative Fees paid to the Port;
- t. Depreciation on Operator owned vehicle(s) and/or equipment for Operator’s on-site office or operations;
- u. Expenses of repairing damage caused by the Operator or its officers, agents, employees, contractors or invitees;
- v. Financing expenses associated with the Operator’s working capital;
- w. Income taxes;
- x. Late payment charges incurred by the Operator due to the Operator’s late payment of invoices;

- y. Licenses, licensing fees or other public agency imposed fees including local business taxes;
- z. Fees, penalties or fines paid or owed by the Operator or the Operator's employees, including fines for lost security badges or employee parking;
- aa. The cost of any insurance or performance bonds required by this Agreement;
- bb. Any indemnification or other payments made by Operator under this Agreement, including, without limitation under **Sections 14.2, 14.3, 18.1, 27.1, or 36.1(a)** of this Agreement;
- cc. Any premium, deductible or self-retention amount under any insurance policy maintained by Operator, except as otherwise permitted by the terms and provisions of **Section 4** and **Exhibits M and N**; and
- dd. The cost, if any, of employee parking at the Airport;
- ee. Operator's Minimum Annual Operator Expenditure, as defined in **Section 36.14(a)** of the Agreement;
- ff. Life insurance premiums and pension payments for non-represented employees;
- gg. Expenses exceeding the limits set forth in the fixed Management Fee, the approved FY expense budget(s), and this **Exhibit D**;
- hh. Fuel surcharges assessed by subcontractors;
- ii. First aid kits including over-the-counter medications;
- jj. Un-authorized product warranties;
- kk. Any purchases made with a personal credit card or online account; and purchases not made in the name of an authorized contractor employee;
- ll. Gasoline purchases not accompanied by dated original receipts displaying cost and fuel volume.

5.4 Expenses above the limits set forth in **Sections 4 and 5** above.

In the event of a disagreement between the parties, the Port retains sole authority to determine whether a proposed expense is reimbursable.

6. REIMBURSEMENT PROCESS

Reimbursement by the Port will be made monthly according to the following process:

- 6.1 Operator shall submit to the Port an original copy of a valid, complete Monthly Management Report individually for the Shuttle Bus and Ground Transportation & Curbside Management Services, which complies with all Port requirements and reporting specifications as set forth in the **Exhibit C-I**, and **Exhibit C-II** of the Agreement, including copies of all approved invoices and copies of all time clock records and payroll stub copies covering payroll expenses for which reimbursement is sought, no later than the tenth (10th) calendar day of the month (or first day thereafter which is not a holiday) following the month to which the Report relates. Operator agrees to distinguish Reimbursable Expenses between the Shuttle Bus and Ground Transportation & Curbside Management Services. The Operator shall provide the Port with all receipts and supporting documentation at the time the Operator provides the Port with the Monthly Management Report. Operator may note certain Reimbursable Expenses for which receipts were not available for such report and agrees to provide the Port with estimates or actual expense amounts, the estimated date for delivering the receipt and the reason for delay if such delay is greater than 60 days from the date of expenditure. The Operator acknowledges that the Port will not reimburse such Reimbursable Expenses until the Port is provided with supporting documentation, including the original receipt, in a form reasonably acceptable to the Port to evidence the fact of such expenditure by the Operator. Operator agrees that any such subsequent submission of receipts shall clearly note which Monthly Management Report that the Reimbursable Expense relates, the amount to date that has been submitted for that month and the amount remaining of the Budget for that month. The Port agrees to allow the Operator to provide such receipts following the submission of the Monthly Management Report; provided, however, that the Port does not have to accept any receipts that are submitted more than 60 days from the date of expenditure.
- 6.2 Port shall accept or reject the Monthly Management Report within thirty (30) business days of the receipt of the Monthly Management Report and shall pay to Operator all Reimbursable Expenses for which supporting documentation has been submitted within thirty (30) business days of accepting the Monthly Management Report, subject to the limitations contained in this Agreement and subject to the port's audit rights contained in this Agreement.
- 6.3 For payroll reimbursements, the Operator may separately provide receipts, including copies of all time clock records and payroll stub copies covering such payroll expenses for which reimbursement is sought, seven calendar days after Operator's payroll date. If there is no problem with reconciliation of the records and the receipts, including limitations of maximum service hours, the Port will use its good faith efforts to reimburse Operator for undisputed amounts within fifteen business days from the receipt of such expenses.

- 6.4 If the Port shall reject the Monthly Management Report, the Port shall notify the Operator of the reasons for its rejection and the items the Port considers inaccurate, incomplete or illegitimate. The parties shall promptly resolve any such questions and disputes in good faith.

The Port, at its sole discretion, may deduct from its payment, any disputed amounts and any amounts owed to it by the Operator, in which event Port shall provide Operator with written notice itemizing those deductions. The Port retains the right to verify, at any time, that for any reimbursement, actual payment to the vendor or third party has been made and any failure to provide such verification or any evidence that such payments have not been made may result in the assessment of an Administrative Fee as specified in **Exhibit F**.

7. QUARTERLY VARIANCE ANALYSIS

The Operator will submit to the Port a monthly Analysis Statement (“Analysis Statement”) within ten (10) days after the end of each month during the Operating Term. The Analysis Statement is intended as a summary of the expenses attributable to each Service under this Agreement and will include a system-wide summary in a one to three page format. The summary will specifically describe:

- 7.1 Reimbursable Expense amounts as compared to the budgeted amount for each line item and the difference between the two amounts, and year-to-date actual expense, by line item, compared to the corresponding budgeted amount(s).
- 7.2 Explanation of significant variances for each line item.

The Port will review the Analysis Statement. The Port may provide a written response regarding the acceptability or non-acceptability of the variance to date.

Following the submittals of these reports after each calendar-quarter, the Operator shall meet with Port staff to review budget adherence for the year-to-date and assess the full fiscal-year outlook. Operator and Port staff shall agree upon steps intended to assure budgetary compliance by the fiscal year end.

8. THIRD PARTY VENDORS

Reimbursable Expenses for services or products provided through third party contracts will be reimbursed only if the service or product is included in the Port-approved Budget. In addition, unless an existing vendor of Operator is approved in writing in advance by the Director or the Designee, the Operator will comply with the following process for any contracts over \$5,000 or any recurring contract with the same vendor for services or products purchased which aggregate more than \$15,000 within a period of twelve (12) consecutive months:

- 8.1 The Operator will select vendors from an approved vendor list provided by the Port; and

8.2 Operator will provide the Port with no fewer than three bids from vendors on the list of approved vendors and the Port will select the best responsive bid.

The Port will not reimburse Operator for any invoiced expense(s) unless Operator provides to the Port original invoices and such invoices are approved by the Port. The Port's approval of such invoices shall be evidenced only by the signature of the Director or the Designee.

9. ADMINISTRATIVE FEES

The Operator's failure to timely submit complete and accurate Monthly Management Reports or Analysis Statements will result in the assessment of Administrative Fees as provided for in **Exhibit F**. In addition, any overstatement or understatement in any of the reports, bills or statements for reimbursement by the Operator to the Port will result in the assessment of Administrative Fees as provided for in **Exhibit F**.

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EXHIBIT E REPORTING RESPONSIBILITIES

Operator will provide all project records and reports as requested by the Director or the Designee in approved formats in any relationship to operations, maintenance, and administrative actions associated with providing the Shuttle Bus and Ground Transportation & Curbside Management Services. Upon request, Operator will permit the Director or the Designee to examine all data, records and reports related to the Shuttle Services or according to the scheduled reporting periods.

Operator will provide all data, records and reports within the service area, and make them available to the Director or the Designee for at least three (3) years following final payment. In addition to hard copies, reports will be made available in a compatible electronic format to be specified by the Port.

1. ACTIVITY REPORTS

Operator shall submit to the Director or the Designee monthly and annual reports, and as needed reports of Port-specified duration, for the Services on report forms, which shall be provided by Operator or Port, at Port's election. These report forms may be modified at any time by the Director or the Designee. Operator shall submit "hard" copies of required reports, and provide soft, "electronic" versions on a password-protected internet web site. Such Services reports shall include, at a minimum:

- 1.1 Employee daily shift reports and Daily shift reconciliation;
- 1.2 Weekly work schedule and monthly employee rosters, including all new hires and terminations;
- 1.3 Monthly employee payroll reports;
- 1.4 Monthly reimbursable operational expenses summaries;
- 1.5 Operations statistics for both fixed route and unscheduled services;
- 1.6 Ridership from each day of previous month, sorted by route;
- 1.7 Number of missed/late trips, including day/time, and cause;
- 1.8 Total accidents;
- 1.9 Total preventable accidents;
- 1.10 Passenger incidents;
- 1.11 Driver/Dispatcher training activities;
- 1.12 Requests for services not currently being provided;

- 1.13 Route performance, including ridership, fares collected, revenue hours and revenue miles by route, pax per hour, deadhead hours and miles by route
- 1.14 Passenger complaints and resolution
- 1.15 Maintenance reports;
- 1.16 Summary of preventative maintenance cycles due and performed, with type of PM noted;
- 1.17 Summary of downed vehicles (unavailable for operations, beyond PMs);
- 1.18 Roadcalls with reason for call;
- 1.19 Vehicle Miles;
- 1.20 Such other statistical reports concerning management and operation of the Services as the Director or the Designee may reasonably request from time to time.

Any and all daily reports shall be submitted and made available by noon of the next business day. Weekly reports shall be submitted by Wednesday of the following week. Preliminary monthly reports shall be submitted and made available by the 5th calendar day of each month and final monthly reports shall be submitted and made available by the 10th calendar day of each month. If the 5th or 10th calendar day of any month falls on a weekend or legal holiday, the report will be submitted and made available on the next business day. Annual reports shall be submitted and made available within thirty calendar days of the end of each calendar year. Operator shall supply Port with such other financial or statistical reports as the Director or the Designee may request from time to time during the Operating Term. Failure to provide reports within the time required may result in the assessment of an Administrative Fee as specified in **Exhibit F**. Submission schedules may be adjusted at the sole discretion of the Port.

2. COLLISION AND INCIDENT REPORTS

Except as otherwise expressly provided, including, without limitation under **Section 10.4 of this Agreement**, Operator shall subject drivers to a drug and alcohol test immediately after a Shuttle Bus accident, collision, or incident involving the driver (“Shuttle Accident”) is documented and reported. A Shuttle Accident is defined as a collision between the Shuttle Bus and another vehicle, person, building, or stationary or moving object, regardless of the amount of damage and regardless of fault.

All expenses related to providing drug and alcohol testing as required by this section shall be borne solely by the Operator. Failure of any Operator’s staff to pass the required drug and alcohol test at the time of the vehicle incident shall result in the immediate removal of the staff member by Operator, and Operator shall be assessed Administrative Fees as specified in **Exhibit F**– Administrative Fees.

Operator shall immediately notify the Director or the Designee of any of the following items:

- 2.1 Shuttle Accident

- 2.2 Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle
- 2.3 Disturbances, fainting, sickness, deaths or assaults
- 2.4 Collisions the driver witnesses
- 2.5 Vandalism to the vehicle while in service
- 2.6 Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Operator or the Port; and
- 2.7 Any passenger, driver, supervisor, and service complaint that arises from a collision.

If the collision or incident involves injuries or extensive property damage, the Director or the Designee shall be notified immediately (regardless of hour or day).

After a Shuttle Accident, in addition to immediately notifying the Port, the Shuttle Bus involved in the Shuttle Accident must be delivered to the designated maintenance facility or any other repair services designated by the Director or the Designee. If it is determined that the driver involved in the collision or incident is at fault, then the expenses related to all the of the repairs to extensive property damage or related equipment shall be borne solely by the Operator. Failure to perform required repairs of anybody damage or related equipment within 21 days of the damage may result in the assessment of Administrative Fees as specified in **Exhibit F**– Administrative Fees.

3. PASSENGER STATISTICS

On or before the 10th day following the end of the month, Operator shall submit to the Director or the Designee a report which includes a daily count, based upon pick up points, with hourly counts, in an Excel format, of all passengers transported in the shuttles during the prior month.

4. PASSENGER COMPLAINTS AND RESOLUTION

On or before the 10th day following the month ended, Operator shall submit a monthly report to the Director or the Designee summarizing service complaints, property damage complaints or any other complaints received during the preceding month as well as the resolution, if known, of such matters.

Operator shall be required to resolve all written and oral complaints received from the public or the Port to the satisfaction of the Director or the Designee. Operator shall be required to conduct the necessary investigation, impose disciplinary action on its employees, where appropriate, and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to the Director or the Designee on a weekly basis.

Operator is obligated to respond to complaints regarding the quality of service being provided by Operator's employees. Such response shall be provided by the Operator verbally within one (1) calendar day of complaint and in writing within five (5) calendar days. The Operator shall copy the Director or the Designee on all correspondence. At the request of the Director or the Designee, Operator shall meet with the Airport Business Office staff to review any complaints

or concerns and to promptly correct any deficiencies. The Airport Business Office's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by Operator as expeditiously as possible.

Operator is required to maintain a log of complaints received as well as actions taken to investigate and resolve the issue. Operator shall submit a monthly report to the Director or the Designee summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters. In addition, Operator shall prepare and furnish such other reports as the Director or the Designee may, from time to time, require.

Failure to provide accurate and complete reports in a format acceptable to the Director or the Designee within the time frame required will result in deduction from fee payments, as specified in **Exhibit F** – Administrative Fees.

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EXHIBIT F ADMINISTRATIVE FEES

The parties agree that certain aspects of the Operator's performance are essential to the Port's operation and that the Operator's failure to perform these activities will result in administrative and monitoring expenses for the Port. Therefore, the parties agree that the listed Administrative Fees are reasonable estimates of such expenses to the Port and shall be charged to the Operator.

The Port will assess Administrative Fees for each instance of the Operator's failure to perform pursuant to the Agreement. The Director in his or her sole discretion may elect to waive an assessment of Administrative Fees for a particular violation; however, that waiver shall not apply to prior or future violations.

1. OPERATIONS AND STAFFING

Any amounts payable by the Port to the Operator ("Amounts Payable") will, unless waived by the Director or the Designee, be reduced by fifty dollars (\$50.00) each time during each shift one of the following performance violations occurs for each Shuttle Bus driver or other personnel of the Operator:

- 1.1 Failing to maintain a neat personal appearance as determined by the dress code set forth by the Director or the Designee;
- 1.2 Failing to possess proper photo ID at all times while on the Airport or between the Station and the Airport;
- 1.3 Operating a service vehicle that does not bear a valid identification sticker issued by the Airport;
- 1.4 Removing, altering, or destroying any GPS tracking device or on-board camera from a Shuttle Bus;
- 1.5 The use, possession or being under the influence of any alcoholic beverage or prohibited substance while operating a vehicle on the Airport or between the Airport and the Station;
- 1.6 Use of profane or vulgar language directed to or at the public, airport personnel, or those designated by the Port to supervise operations;
- 1.7 Personal use (use unrelated to the Services) of cellular telephones or other wireless communication devices while operating a Shuttle Bus or a service vehicle;
- 1.8 Providing services or working for another entity, including the Operator, other than providing the Services for the Port, while on duty;
- 1.9 Manager, assistant manager or field supervisor not available at the Port's request;
- 1.10 Solicitation of passengers for sale of goods or services, or soliciting or accepting tips or gratuities in any form or manner, or other unauthorized exchange of money, except to the

extent expressly authorized by the Director or the Designee pursuant to “Tips” in **Exhibit J** below;

- 1.11 Intentionally providing false information to passengers;
- 1.12 Picking up or discharging passengers or their baggage other than according to pick-up and drop-off procedures or at any terminal areas other than those designated by the Director or the Designee;
- 1.13 Leaving vehicle unattended, or parking a vehicle, except in designated staging areas or in emergency situations;
- 1.14 Failure to obey road signs, follow traffic rules and regulations or operate a vehicle in a safe manner as required by the California Vehicle Code and the Department of Transportation regulations as well as ordinances, the Oakland Municipal Code, and rules of the City of Oakland and of the Port;
- 1.15 Failure to follow ground transportation drop off or pick up procedures or other ground transportation rules and regulations;
- 1.16 Any “clocking” in or out using another employee’s card or identification.
- 1.17 Failure to follow other Airport rules and regulations.

2. VEHICLE MAINTENANCE

The Amounts Payable will, unless waived by the Director or the Designee, be reduced by fifty dollars (\$50.00) each time during each shift one of the following performance violations occur for each Shuttle Bus driver or other personnel of the Operator:

- 2.1 Failure to convey Shuttle Buses to designated maintenance facility at the mileage intervals determined by the Director or the Designee;
- 2.2 Failure to maintain Shuttle Buses in clean, attractive and presentable conditions;
- 2.3 Failure to display visible destination signs on the front and sides of each Shuttle Bus;
- 2.4 Operating Shuttle Buses with improper vehicle markings; and
- 2.5 Failure to take any Shuttle Bus to the designated maintenance facility, or to any other repair service designated by the Director or the Designee by written notice to Operator, for all repairs of any body damage to any Shuttle Bus or related equipment within 21 days of the damage.

3. CUSTOMER COMPLAINTS

The Amounts Payable will, unless waived by the Director or the Designee, be reduced by fifty dollars (\$50.00) for each customer complaint involving a separate incident that is not addressed in a manner reasonably acceptable to the Port within five (5) working days of receipt by Operator of the notice of such complaint.

4. SHUTTLE BUS DELAYS OR MISSED SERVICES

The Amounts Payable will, unless waived by the Director or the Designee, be reduced by twenty-five dollars (\$25.00) for each of the following instances of service delays or missed scheduled service:

- 4.1 Each time a Shuttle Bus scheduled to be in service is not in service due to staffing problems;
- 4.2 Each time the Operator fails to adhere to the fixed routes as specified in **Exhibit A-I** or as directed by the Director or the Designee.

5. NON-COMPLIANCE WITH PROCEDURES

The Amounts Payable will, unless waived by the Director or the Designee, be reduced by one hundred and fifty dollars (\$150.00) per occurrence for the failure of the Operator to adhere to the procedures as set forth in the Operations and Procedures Manual as established pursuant to **Exhibit I** and approved by the Port.

6. FAILURE TO SUBMIT REPORTS IN A TIMELY MANNER

Operator acknowledges that it is required to submit periodic reports required under the Agreement and others as requested by the Director or the Designee. The Amounts Payable will, unless waived by the Director or the Designee, be reduced by one hundred dollars (\$100.00) per day, per report, for each day such report(s) are late, or for each time such reports are submitted with material information missing or with material inaccuracies. Required reports include, but are not limited to:

- 6.1 Revised Budget required pursuant to **Exhibit D**;
- 6.2 Monthly Report for reimbursement pursuant to the section titled “Reimbursement Process” in **Exhibit D** (form in **Exhibit C**).
- 6.3 Employee Training Program Reports/Management Reports (**Exhibit J**);
- 6.4 Weekly Work Schedule and Monthly Employee Rosters (**Exhibit H**);
- 6.5 Activity Logs (**Exhibit E**);
- 6.6 Additional Service Reports (**Exhibit A-I and Exhibit A-II**);
- 6.7 Workers Compensation Reports;
- 6.8 Quarterly Payroll Reports; and
- 6.9 Monthly Taxi Service and Door-to-Door Shuttle Reports (**Exhibit A-II**)

7. FINANCIAL

The Amounts Payable will, unless waived by the Director or the Designee, be reduced by two hundred fifty dollars (\$250.00) for each occurrence of any failure to provide verification or

evidence that payments have been made of reimbursed expenses to the party identified on the bill, statement or report for such reimbursement.

8. MISCELLANEOUS

The Amounts Payable will, unless waived by the Director or the Designee, be reduced by the amount specified for each time one of the following performance failures occurs:

- 8.1 Twenty-five Dollars (\$25.00) for each instance of failure to meet minimum performance standards as set forth in this Agreement;
- 8.2 Fifty Dollars (\$50.00) per day for failure to maintain minimum staffing schedule;
- 8.3 Fifty Dollars (\$50.00) for any instance in which the Operator, or any person or agent acting on the Operator's behalf, exerts or attempts to exert improper influence, as defined in **Section 31 of this Agreement**, in order to solicit or obtain Port contracts or to extend or prevent termination of this Agreement;
- 8.4 One Hundred Fifty Dollars (\$150.00) for each failure to prepare and submit a written incident report for incidents involving Shuttle Buses in an accurate manner as specified in **Section 10.4 of this Agreement** and within four (4) days from the date of the incident;
- 8.5 One Hundred Fifty Dollars (\$150.00) for each failure to prepare and submit a written incident report for all other incidents of injuries or loss in an accurate manner within twenty-four (24) hours from the time of the incident;
- 8.6 One Hundred Fifty Dollars (\$150.00) for each failure of any Operator's staff to pass the required drug test at the time of the vehicle incident;
- 8.7 One Hundred Fifty Dollars (\$150.00) for each day that the Operator fails to provide the Port with an Audit Manual after thirty (30) days from the Commencement Date, as required under **Section 7.3** thereof;
- 8.8 One Hundred Dollars (\$100.00) for each occurrence of failure by Operator to maintain the Premises as set forth in **Section 12**, to maintain the Equipment, including the Shuttle Buses, as set forth in **Section 13**, or to provide custodial services pursuant to **Exhibit A**;
- 8.9 Twenty-five Dollars (\$25.00) for each occurrence of the failure by Operator to return to the Port all Airport identification badges for each terminated employee within 24 hours of such termination;
- 8.10 Twenty-five Dollars (\$25.00) for each occurrence of the failure by Operator to return to the Port all Airport parking cards for each terminated employee within 24 hours of such termination;
- 8.11 Fifty Dollars (\$50.00) for each employee that does not complete the Training Program referred to in **Exhibits K** and **Exhibit L**;

- 8.12 Twenty-five Dollars (\$25.00) for each day the Operator fails to provide the Port with an Operations Manual after thirty (30) days from the Commencement Date, as required under **Section 10.2** thereof;
- 8.13 Twenty-five Dollars (\$25.00) for each day the Operator fails to provide the Port with a Training Manual after thirty (30) days from the Commencement Date, as required under **Section 11.1** thereof;
- 8.14 Twenty-five Dollars (\$25.00) for each day the Operator fails to provide the Port with a Public Relations Manual after thirty (30) days from the Commencement Date, as required under **Section 11.4** thereof;
- 8.15 One Hundred Dollars (\$100.00) for each suspension of any service or failure to receive any product due to Operator's failure to pay invoices or bills subsequent to any reimbursement by the Port for such services or products;
- 8.16 Two Hundred Fifty Dollars (\$250.00) for each day the Operator fails to maintain in full force and effect all of the insurance required by the Agreement; and
- 8.17 Twenty-five Dollars (\$25.00) for each day the Operator breaches any of its obligations under this Agreement for which an Administrative Fee is not otherwise provided in this Agreement.

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EXHIBIT G AUDIT AND AIRPORT REVIEWS

1. MAINTENANCE AND AUDIT OF BOOKS AND RECORDS

Operator shall maintain full, accurate and orderly books and records of its operations of the Services in accordance with the Agreement. Operator shall maintain complete and accurate books of account in a form and to a detail consistent with generally accepted accounting principles.

2. AUDIT PROCEDURE MANUAL

As provided in **Section 7.3 of the Agreement**, Operator shall develop an Audit Manual based upon its best judgment and best industry standards and shall provide a copy to the Director for review and approval within thirty (30) days after the Commencement Date. The Operator will detail cash control and auditing procedures in the manual. The Audit Manual will describe the internal auditing procedures for both on-site operations and administrative operations as they apply specifically to the Services.

The frequency and scope of the internal audits will be described. When requested by the Port, Operator will provide the Port with a copy of revised or updated procedures.

3. PORT AUDIT

The Operator is responsible to submit correct billing to the Port. During the Operating Term and during the three (3) year period following expiration or earlier termination of this Agreement, the Port may audit all payments made by the Port as reimbursements for expenses pursuant to this Agreement. The Operator will immediately comply with procedures described in the Agreement.

4. OVERBILLING REPAYMENT AND RECOVERY CHARGES

If in any given month, the Operator submits a report, invoice or bill which overstates the actual expense to the Operator of a reimbursable expense or charges the Port for more than what should properly be charged to the Port pursuant to this Agreement and the Port makes such reimbursements or payments to the Operator in reliance on such report, invoice or bill, Operator shall immediately repay the Port in accordance with this Agreement.

The Port shall have the right to deduct such overpayment from any Amounts Payable, as defined in **Exhibit F**.

5. INDEPENDENT AUDIT

The Port reserves the right to contract auditing services with a CPA company.

The Port reserves the right to an independent audit of revenue and expenses at any time during the term of the Agreement and during the three (3) year period following expiration or earlier termination of this Agreement. A final independent audit will occur after the expiration or earlier termination of this Agreement at the sole discretion of the Port.

If the Independent Audit discloses that the Port has overpaid the Operator, the Port will notify the Operator. Upon notice the Operator will immediately comply with the procedures for repayment of overcharges and recovery charges as described in the Agreement. In the event the Operator does not repay the Port, the Port will deduct the over charges and recovery charges from any Amounts Payable, as defined in **Exhibit F** and Operator shall remain liable for any deficiency.

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EXHIBIT H TIMECARD AND PAYROLL RECEIPT REQUIREMENTS

Operator shall utilize a contemporary electronic timekeeping hardware and software system to collect, manage and process employee hours worked. All time recorded by employees shall be approved by their respective supervisor at the close of Operator's payroll period and such approval recorded in the timekeeping system.

In the event Operator is operating under concurrent agreements at the Airport, Operator shall maintain a separate employee timekeeping mechanism and records for each agreement. Any time recorded and subsequently billed to the Port in violation of requirements of this **Exhibit H** may be classified as unsubstantiated or unauthorized and is subject to a fee deduction as set forth in **Exhibit F** – Administrative Fees.

Manual timecards or any other method of handwritten timekeeping is prohibited.

1. ELECTRONIC TIMEKEEPING HARDWARE AND SOFTWARE SYSTEM

The following shall apply:

- 1.1 System timekeeping station for use by employees shall be permanently mounted in Operator's on-site office and shall utilize either magnetic card swipe, proximity cards, or biometric/fingerprint for user identification.
- 1.2 System shall record, by unique job cost center, the role of on-duty personnel, e.g., primary driver, relief driver, supervisor, maintenance, etc.
- 1.3 System shall provide reporting on-demand of hours worked by personnel by name, date, and cost center for user selected periods
- 1.4 System shall be capable of recording clock in, clock out, breaks, lunches, and supervisory review of any and all time entries,
- 1.5 System shall have backup or redundancy to ensure integrity of timekeeping records due to unforeseen incidents including, but not limited to, power outages or network failures, and
- 1.6 System shall have adequate controls to prevent unauthorized access including, but not limited to, user IDs, passwords, and user permissions.

2. ELECTRONIC TIMEKEEPING SYSTEM REPORTS

Operator shall submit to the Director or the Designee bi-weekly, monthly, quarterly, and annual payroll reports for the Services on report forms, which shall be provided by Operator or Port, at Port's election. These report forms may be modified at any time by the Director or the Designee. Such payroll reports shall include, at a minimum:

- 2.1 Time card reports generated by timekeeping system
- 2.2 Employee birthday month and date report

- 2.3 Employee vacation and sick accrual report
- 2.4 Form with supervisor approval on employee overtime, sick, vacation, and any other exception time reporting
- 2.5 Employee Termination notification
- 2.6 Employee Promotion notification
- 2.7 Employee change in pay rate
- 2.8 Differential shift pay
- 2.9 Part time employee benefits report
- 2.10 Employee schedules

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EXHIBIT I OPERATIONS AND PROCEDURES MANUAL INFORMATION

As provided in **Section 10.2 of the Agreement**, the Operator shall provide an Operations Manual to the Port for the Port's review and approval. The Operator shall develop the Operations Manual based upon its best judgment and provide it to the Director within thirty (30) days after the Commencement Date.

Additionally, the Operations Manual will provide basic guidance on policies, practices, and procedures covering all aspects of the management and operation of the Services at the Airport, including but not limited to the standards of performance. This Operations Manual shall be kept current by the Operator throughout the Agreement, and shall be revised as approved by the Director or the Designee. The Operations Manual, including all revisions as approved by the Director or the Designee, will be incorporated into and made a part of this Agreement, subject to the provisions of **Section 10.2 of the Agreement**.

The purpose of this **Exhibit I** is to provide structured information to assist in the development of the Operations Manual. However, this material is not all inclusive and shall not be construed to mean that the only topics included below need to be covered. The Operations Manual shall provide all information needed or desired for employee education on their duties and responsibilities established or directed in writing by the Director or the Designee, including, but not limited to following items:

1. OPERATIONS AND PROCEDURES MANUAL STRUCTURE

- 1.1 Company creed;
- 1.2 Operational overview;
- 1.3 Operational policies and procedures;
- 1.4 Organizational chart;
- 1.5 Staffing chart;
- 1.6 Position descriptions;
- 1.7 Personnel training and policies;
- 1.8 Primary operating procedures;
- 1.9 Two-way radio operations and communication etiquette;
- 1.10 Nextel Cellular Phone and communication etiquette;
- 1.11 Administrative reports;
- 1.12 Financial, Auditing and accounting procedures (when applicable);

- 1.13 Home office information;
- 1.14 Facility location;
- 1.15 Emergency procedures; and
- 1.16 Other operating procedures.

2. REVISIONS TO THE OPERATIONS MANUAL

The provisions of the Operations Manual may be modified and revised as necessary to reflect changes in the operating environment. All Operations Manual revisions shall be subject to the written approval of the Director or the Designee, prior to incorporation into the Operations Manual.

The Director or the Designee may propose a revision to the Operations Manual, and shall initiate an intended revision by sending such intended revision to the Operator. The Port and Operator shall review such intended revision as needed to accurately reflect the change(s) to the operating environment. All revisions to the Operations Manual proposed by the Director or the Designee and approved by the Operator, which approval shall not be unreasonably withheld, conditioned or delayed, shall be signed by both the Port and the Operator.

Each revision to the Operations Manual shall have a revision number and date.

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EXHIBIT J PERSONNEL

1. PERSONNEL

Operator shall control the conduct, demeanor, and appearance of its drivers, agents, and employees. Such drivers, agents and employees shall be trained by Operator to render a high degree of courteous and efficient service to the public, and it shall be the responsibility of Operator to maintain close supervision over such persons to assure the continuation of the highest standard of service. If, in the opinion of the Director or the Designee, any such driver, agent or employee of the Operator fails to conform to such standard of service, the Operator shall remove such driver, agent or employee from the Airport and shall not reassign that person to the Airport without the written consent of the Director or the Designee.

Operator shall verify the right of all its employees to work in the United States in compliance with the requirements of the Immigration Reform and Control Act of 1986 and all applicable laws, rules and regulations. Port reserves the right to inspect the Employment Eligibility Verification forms (Form 1-9 OMB No. 1115-0236, or any revised version) completed by Operator's employees who are employed at the Airport. A list of the names and duty hours of each employee shall be supplied to the Director or the Designee on a weekly basis, and promptly updated when changes occur. The Operator shall inform in writing any employees represented under a collective bargaining agreement upon hiring that their employment is concurrent with their respective collective bargaining agreement. However, their employment may terminate at the conclusion of the Agreement.

Operator shall warrant that all personnel employed to provide the Service under this Agreement have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Agreement and possess sufficient experience and/or education to perform the services requested by the Port. Operator shall be responsible for providing trained drivers and overall management staff including an on-site Project Manager, Supervisors and Dispatchers as needed for the successful operation of the Shuttle Bus Services, and in accordance with the terms and conditions of this Agreement.

The designated Project Manager (or "General Manager") will be the Operator's primary point-of-contact for the operation. Further, Dispatcher(s) will be on duty while services are provided.

Operator will also provide, at a minimum, the following duties to be performed in support of the transit service:

- 1.1 Training and scheduling of all regularly assigned personnel
- 1.2 Arranging the assignment of backup personnel whenever necessary
- 1.3 Distribution and collection of operating reports
- 1.4 Daily monitoring and security of the collection of all fares
- 1.5 Preparation of monthly summaries of operations data

- 1.6 Preparation of a monthly invoice which will document all charges
- 1.7 Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems in a timely manner
- 1.8 Accident review and analysis and reviews for accident chargeability, and
- 1.9 The hiring and discipline of personnel.

2. Personnel hired for all positions will:

- 2.1 Undergo and pass adequate drug and alcohol testing; and
- 2.2 Have completed adequate criminal background and driving record checks.

With just cause, the Director or the Designee reserves the right to require the removal of any Operator employee from the provision of its services.

3. STAFFING; REMOVAL OF EMPLOYEES

The Operator will hire and retain employees as may be necessary to manage and provide the Services in a cost effective and efficient manner providing quality customer service. This provision will apply at all times during the Operating Term of the Agreement. The Port retains the right to determine staffing levels and schedules based on operational needs.

Operator shall provide a monthly employee roster and a weekly staffing schedule to the Director or the Designee, which weekly roster shall be submitted at least three (3) days in advance of each work week, which shall commence on Sunday of each week. Failure to provide such reports shall result in the assessment of an Administrative Fee as specified in **Exhibit F**.

For holidays, special events, and other unique situations, the Port may request and the Operator will provide and supervise additional staff as may be needed in addition to the staffing plan. The Operator will respond to the Port's request not later than two (2) calendar days after such request.

The Port shall have a right to review all of Operator's employees assigned to provide the Services. Port shall also have a right to request that Operator remove any employees from the Services and the Airport at the Port's sole discretion. Upon written request for removal from the Director or the Designee, Operator shall immediately remove said employee and replace said employee with a new employee within two (2) hours.

4. PROJECT MANAGER

Unless otherwise agreed to by the Director or the Designee, the Operator shall select and appoint one Project Manager to direct Operator's efforts in fulfilling Operator's obligations under this Agreement. Operator shall designate in writing to the Director or the Designee its selection of a Project Manager who shall be responsible for directing the Operator's efforts in fulfilling the day-to-day operation and level of general order obligations under this Agreement. The Project Manager shall be subject to approval by the Director or the Designee and shall not be changed without the written consent of the Port, which consent shall not be unreasonably withheld. Operator's Project Manager shall be assigned to this project for the duration of this Agreement and

shall diligently pursue all work and services to meet shuttle schedules. The Port reserves the right to approve the selection of the Operator's Project Manager.

The Project Manager shall be in complete charge of the Operator's operations at the Airport and shall be a qualified and experienced manager vested with full power and authority in respect to the conduct of the Operator's operation hereunder. The Project Manager shall be ordinarily available during regular business hours, and at all times during his/her absence, an appointed an acting Project Manager shall be in charge and available.

The acting Project Manager shall be qualified and experienced in managing and supervising a transit type bus operation and shall be capable of acting as the interim Project Manager during the absence of the appointed Project Manager. The acting Project Manager shall be trained by the appointed Project Manager so that such acting Project Manager becomes proficient in handling all the duties of the appointed Project Manager.

The premises shall be staffed by at least one manager for no less than one eight-hour shift per day, and the manager shall be available for immediate consultation with Port representatives for the remaining 16 hours of the service day.

The Director or the Designee shall have the right to require the removal and replacement of the Operator's Project Manager from providing services to the Port under this Agreement. The Director or the Designee shall notify the Operator in writing of such action. Operator shall accomplish the removal immediately after written notice by the Director or the Designee. The Director or the Designee shall review and approve the appointment of the replacement for the Operator's Project Manager. The Director or the Designee is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Operator's Project Manager from providing services to the Port under this Agreement.

5. SHIFT SUPERVISOR

Operator shall at all times maintain qualified and experienced personnel to manage and oversee the Services and provide a high standard of service to the passengers utilizing the Services. A Shift Supervisor shall be onsite seven (7) days per week during service operating hours.

The responsibilities of the Shift Supervisor shall include, but not be limited to, managing time shuttle intervals and spacing, training employees, communicating instructions, counseling personnel, reviewing driver activity reports, preparing accurate passenger statistical reports, ensuring that service is operated in an efficient, safe, courteous and orderly manner at all times, resolving passenger complaints, ensuring the cleanliness of shuttles, notifying the shuttle fleet maintenance contractor of vehicle mechanical problems and break downs, and arranging for shuttle driver replacements. In addition:

- 5.1 Shift Supervisor will be available via wireless phone at all times during their schedule.
- 5.2 Shift Supervisor shall not provide breaks of any kind and shall be available for providing temporary backup when required to maintain specified maximum passenger wait times.
- 5.3 Shift Supervisor may not co-manage or otherwise serve in any other capacity under any other agreement at the Airport, or otherwise fulfill any position of any shift either specified or not specified in the authorized shuttle schedule.

- 5.4 Operator shall designate in writing to the Director or the Designee prior to the Commencement Date under the Agreement the names of the Shift Supervisors.

6. FIELD SUPERVISOR

Operator shall designate an employee as field supervisor for each eight-hour work period of the day and for each swing shift. One field supervisor shall be on duty on the graveyard shift.

7. COORDINATOR REQUIREMENTS

GT Coordinators are responsible for overseeing the GT Supervisors and the GT Starters, and interacts directly with the Airport Landside/Ground Transportation Unit.

8. DRIVER REQUIREMENTS

All of Operator's Shuttle Bus drivers and supervisors shall be fully qualified to operate the shuttles specified herein and must possess a valid California Driver's License with a passenger endorsement of the type required for the shuttles driven, and shall possess satisfactory work qualifications and experience with respect to their areas of responsibility. Operator shall not employ a Shuttle Bus driver or supervisor unless he or she:

- 8.1 Possesses a "Class B" driver's license with required endorsements,
- 8.2 Be a licensed driver for a minimum of three (3) years,
- 8.3 Have received no more than one moving violation within the last three (3) years,
- 8.4 Has no DUI violations within the immediately preceding two (2) year period,
- 8.5 Has no more than two points by the California Department of Motor Vehicles (counted individually or combined) within the immediately preceding two (2) year period,
- 8.6 Upon employment, showing of a certificate or other evidence of satisfactory completion of a defensive driving course within the past 12 months and a "Handicapped Passenger Sensitivity/Technical Operation of a Wheelchair Lift" class,
- 8.7 Pass a pre-employment drug and alcohol test as well as participate in random and for cause drug and alcohol testing during time of employment,
- 8.8 Pass a criminal background check,
- 8.9 Pass a DMV record check every six (6) months, and
- 8.10 Be able to read, write, and speak English.

Those designated to train drivers must demonstrate the necessary licensing or certification by the California Department of Motor Vehicles ("DMV") to train such drivers.

DMV printouts shall be kept on file and updated every six (6) months. Operator shall employ sufficient drivers to operate the number of buses scheduled. Operator shall not continue to

use an employee as a driver or supervisor if such employee no longer satisfies any of the requirements set forth above.

9. Additionally, Shuttle Bus Drivers shall:

- 9.1 Operate in a safe, customer friendly manner and comply with ridership policy,
- 9.2 Be subject to removal at the request of the Director or the Designee with documented just cause,
- 9.3 Be required to wear Port approved uniform shirts, pants and otherwise following a dress code approved by the Director or the Designee.
- 9.4 Be properly groomed and otherwise present a professional appearance and demeanor to the public
- 9.5 Comply with Airport Rules and Regulations
- 9.6 Be required to cooperate in the distribution of information to the riders as well as cooperate in distributing surveys and collecting data
- 9.7 Operate the service in compliance with ADA requirements
- 9.8 Be subject to drug and alcohol testing
- 9.9 Show appropriate vehicle destination sign, and
- 9.10 Adhere to schedules—trips should never arrive/depart at time points early or more than 5 minutes late.

10. HIRING AND TRAINING

Operator shall have a driver hiring and training plan in place for the Shuttle Service. As part of the hiring process, Operator will conduct fingerprinting and drug and alcohol testing on each candidate. Operator will participate in the DMV Pull Notice program, and conduct drug and alcohol testing of all drivers twice each year.

Prior to the Commencement Date, Operator shall cause all of its Shuttle Bus drivers, supervisors and managers who are to be involved in providing the Services enumerated herein to attend a training program, and Operator agrees to require all drivers, supervisors and/or managers subsequently employed by Operator during the term hereof to provide said Services to also attend such a program. This program shall be for the purpose of driver training, orientation and trial operation of the Services. The program content shall be subject to review and approval by the Director or the Designee and shall comply with requirements of **Exhibit K** to the Agreement. System requirements, operating characteristics, customer service, work specifications and performance standard, operating procedures and an employee disciplinary code shall be more specifically set forth in Operator's Operations Manual.

Operator shall provide on-going training on a semi-annual basis to its employees with respect to public relations, Shuttle Bus operating procedures, driver safety, and other operations and safety procedures. Moreover, Operator shall provide an employee training program to include

such topics as operating the shuttle in a safe manner while observing posted speed limits and traffic laws, ADA training, displaying a positive attitude when greeting and assisting passengers, helping passengers with luggage, communicating with dispatch via radio, accurately documenting trip activities and passenger counts, and immediately reporting any customer service issues to management. Applicable personnel shall be fully trained to operate and/or fuel CNG-fueled vehicles. In addition, Operator will conduct on-going, regularly scheduled safety and customer service training programs.

Operator shall require all of its drivers and shift supervisors involved in providing service, and those employees subsequently employed by Operator, to attend a training orientation class. This orientation shall review performance standards and standard operating procedures, including customer service and shuttle inspection procedures.

Operator will provide for approval by the Director or the Designee a driver training program that accomplishes the following minimum requirements:

- 10.1 Bus routes, service policies, and fare collection
- 10.2 Safe operation of the vehicles and equipment
- 10.3 Customer relations skills
- 10.4 Safe driving
- 10.5 Passenger Assistance Techniques including sensitivity training
- 10.6 Data collection including, but not limited to, passenger counts in support of monthly reporting, and
- 10.7 Security training that instructs drivers how to recognize and react to suspicious or illegal activities.

11. EMPLOYEE CONDUCT

Operator shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. It shall be the responsibility of Operator to maintain close supervision over such officers, agents, employees and representatives to assure the rendering of a high standard of service to the traveling public.

Operator shall require its attendants and employees to be clean, courteous, efficient, and neat in appearance at all times, and shall not employ any person(s) in or about the Airport who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.

While at the Airport, Operator's employees shall comply with the standards of demeanor adopted from time to time by the Director or the Designee, including without limitation, no smoking or consumption of food or beverages while in view of the public or in a shuttle other than that which is owned by the employee, and no personal visitors. Employees shall handle shuttles in a manner that is safe and prudent at all times and shall not use in any manner any cell phones or mobile communication devices while operating a shuttle.

Periodic inspections concerning the conduct, demeanor and appearance of Operator's personnel employed in providing the Shuttle Service shall be made by the Director or the Designee. Upon objection from the Director or the Designee concerning the conduct, demeanor or

appearance of offending officers, agents, employees or representatives whose conduct is detrimental to the best interests of the public, Operator shall forthwith take all steps necessary to remove the cause of the objection, or upon request of the Director or the Designee, remove the employee from engaging in any responsibilities related to this Agreement. Operator's failure to comply will result in a fee deduction as set forth in **Exhibit F** – Administrative Fees.

Operator shall act to prevent its employees from violating any of the following:

- 11.1 Failing to maintain a neat personal appearance as determined by the dress code set forth by the Director or the Designee;
- 11.2 Failing to possess proper photo ID at all times while on the Airport or between the Station and the Airport;
- 11.3 Use, possession or being under the influence of any alcoholic beverage or prohibited substance while operating a vehicle on Airport or between the Station and the Airport;
- 11.4 Use of profane or vulgar language directed to or at the public, airport personnel, or those designated by the Port to supervise operations;
- 11.5 Smoking, eating or littering while on duty;
- 11.6 Personal use (use unrelated to the Services) of cellular telephones or other wireless communication devices while operating the Shuttle Buses or a service vehicle;
- 11.7 Any "clocking" in or out using another employee's card or identification;
- 11.8 Providing services or working for any other entity, including the Operator, other than the Services for the Port while on duty;
- 11.9 Manager, assistant manager or filed supervisor not available at the Port's request;
- 11.10 Solicitation of passengers for sale of goods or services, or soliciting or accepting tips or gratuities in any form or manner, or other unauthorized exchange of money, except to the extent expressly authorized by the Director pursuant to "Tips" below in this **Exhibit H**;
- 11.11 Intentionally providing false information to passengers;
- 11.12 Picking up or discharging passengers or their baggage other than according to pickup and drop-off procedures or at any terminal areas other than those designated by the Director or the Designee;
- 11.13 Leaving vehicle unattended, or parking a vehicle, except in designated parking and staging areas or in an emergency situation;
- 11.14 Failure to obey road signs, follow traffic rules and regulations or operate a vehicle in a safe manner as required by the California Vehicle Code and the Department of Transportation regulations as well as ordinances, the Oakland Municipal Code, and rules of the City of Oakland and the Airport;

11.15 Failure to follow ground transportation drop-off or pickup procedures or other ground transportation rules and regulations; and

11.16 Failure to follow other Airport rules and regulations.

Drivers and supervisors shall be able to understand written and oral instructions in English, to communicate commands, directions and customer information in English, and to interact in a professional and courteous manner with Port staff, customers and other users of the Airport.

12. EMPLOYEE UNIFORMS

Employees must be uniformed and must wear nametags at all times while on duty. The General Manager, Assistant Manager, and administrative office personnel shall not be required to wear a uniform or nametag unless otherwise required by the Operator. Uniform standards shall be as specifically approved by the Director or the Designee. The Director or the Designee shall approve the uniforms and any subsequent modifications to them before Operator may permit its employees to use them. Operator's personnel shall present a neat and clean appearance at all times. Shirts and blouses shall all be the same color and style and have a company identification patch sewn on. Operator's employees shall wear in plain view a photograph or other identification badge issued by Port or as may otherwise be required by law. Each Shuttle Bus driver shall wear as part of the uniform a reliable watch during each work shift. No head gear (hats) shall be worn with the uniform unless approved by the Director or the Designee. All uniforms shall be without tears or holes or excessive or unsightly repairs.

13. EMPLOYEE PARKING

Employee parking shall be provided by the Port. Parking for the Operator's employees will be in an Employee Parking Lot or other area designated by the Port. Employees are to park in this area only, unless other provisions are arranged by the Port. The cost of parking, if any, shall be paid for by the Operator or the employee, at the discretion of the Operator. Only one parking card will be issued to each employee providing the Services.

14. EMPLOYEE ELIGIBILITY ON OTHER PROPOSALS

Employees providing services under this Agreement, whether billable or not to Port, shall not be eligible to work under any other concurrent Airport Proposal without prior approval from the Director or Designee. Any time billed to the Port in violation of requirements of this subsection may be classified as unsubstantiated or unauthorized and is subject to full deduction from fee paid to Operator.

15. SHUTTLE DRIVER REPORT

Operator shall ensure each driver operating a Shuttle Bus under the terms of this Agreement shall complete a shuttle driver report at the beginning and end of his/her shift. Said report shall be in a format acceptable to the Director or the Designee, and at a minimum shall include the following information: date, name of driver, shift, start and end time, vehicle identification number, verification of shuttle inspection performed, number of passengers boarding per hour by location, periods when the shuttle was removed from service, ending mileage, driver's signature and supervisor's initials. Operator's failure to complete a complete shuttle driver report may result in a fee deduction as set forth in **Exhibit F** – Administrative Fees.

16. PERSONNEL AND PAYROLL RECORDS

The Operator shall keep accurate and detailed records on personnel and staffing at the Premises for examination by the Port. This shall include, but not be limited to, name and address, date of hire, salary and benefits paid, employee timecards, payment receipts and other payroll records, training received and performance reviews. These records shall be maintained and made available to Port upon request for inspection and copying for the entire duration of this Agreement and thereafter for three additional years; provided, however, that if prior to the expiration of such three year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced relating to this Agreement, such records shall continue to be maintained by Operator and made available to Port upon request for inspection and copying, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal.)

17. TIME CLOCKS AND BREAKS

The Port has installed a computerized time clock or similar device ("Time Clock") to record the time each employee employed at the Airport by the Operator reports to duty, takes breaks and leaves work, which record must be maintained by Operator. The Port will make the final decision regarding Time Clock placement. The Operator shall be responsible for the cost of maintenance and replacement of Time Clock.

The Operator shall comply with electronic Shuttle Bus monitoring system procedures, including the installation and maintenance of a GPS mechanism on the Shuttle Buses, to be promulgated by the Director or the Designee. The Operator shall cooperate with the Port in determining the placement of such monitoring system devices.

18. DRUG AND SUBSTANCE ABUSE TESTING

Operator will maintain a drug-free workplace. The Operator shall institute a mandatory random drug and substance abuse testing program for all personnel assigned to provide the Services. The Operator shall retain the expert services of a local, certified and licensed testing facility. All tests will be done at the Premises at the Airport. The program must be in place within 60 days from the Commencement Date and maintained in force thereafter, throughout the entire Operating Term. Since driving a Shuttle Bus or being a supervisor is a safety sensitive position, Operator will promptly remove any employee who fails any such test from its roster of drivers and supervisors providing the Services at least until the employee successfully completes a substance abuse program approved by the Port.

19. TERMINATION OF EMPLOYEE

The Operator shall inform all non-union employees in writing upon hiring that their employment is at-will and that their employment may terminate at any time. Upon termination of any employee, Operator shall be responsible for returning to Port any Airport identification badges and any Airport parking card within 24 hours of such termination. Failure to return such items to the Port shall result in the assessment of an Administrative Fee as specified in **Exhibit F**. In addition, Operator shall pay Port \$25 per item to replace any lost Airport identification badges or Airport parking cards.

20. TIPS

Operator's employees shall neither solicit tips nor accept tips from passengers, except that with the prior written authorization of the Director, Operator's Shuttle Bus drivers may accept unsolicited tips from passengers.

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EXHIBIT K TRAINING MANUAL INFORMATION

The Operator will ensure that all employees are fully trained for their duties. The Operator will establish a formal employee training program specific to the Services. The program content shall be subject to review and approval by the Director or the Designee. Operator will provide scheduled on-going training on a semi-annual basis to its employees in safety, on-the-job behavior requirements, conduct, operational rules, proper dress and employee attitude, public relations, driver safety and other operations and safety procedures.

1. TRAINING MANUAL

As provided in **Section 11.1 of the Agreement**, the Operator shall provide a Training Manual to the Port for the Port's review and approval. The Operator shall develop the Training Manual based upon its best judgment and provide the Training Manual to the Director for Port review and approval within (thirty) 30 days from the Commencement Date.

2. GENERAL TRAINING REQUIREMENTS

The purpose of this **Exhibit K** is to provide an outline of training areas to assist in the development of the Shuttle Bus Services training program ("Training Program"). However, this material is not all inclusive and shall not be construed to mean that only the tasks included below need to be covered. It will be the Operator's responsibility to certify to the completion of each training area. A copy of such certifications will be kept on file in the Airport Landside Operations Office.

2.1 Shuttle Bus Driver Training Program

The Training Program shall have its goal to train each Shuttle Bus driver and their supervisors in the following general areas:

- a. Duties and functions of a driver,
- b. Shuttle Bus Services procedures,
- c. Report writing,
- d. Public relations,
- e. Traffic law and regulations control,
- f. Civil disturbance procedures,
- g. Safety procedures,
- h. Telephone and radio communications, and
- i. Medical emergency response.

2.2 Curbside Management Training Program

The Training Program shall have its goal to train each employee in the following general areas:

- a. Duties and functions of an attendant,
- b. Curbside Management Service procedures,
- c. Report writing,
- d. Public relations,
- e. Traffic law and regulations control,
- f. Civil disturbance procedures,
- g. Safety procedures,
- h. Telephone and radio communications, and
- i. Medical emergency response.

3. **SPECIFIC TRAINING AREAS**

3.1 Human Resources

Operator shall issue and show to each of its employees assigned to the Airport the following:

- a. Employee Handbook,
- b. Drug-Free Work Place Policy,
- c. Non-Discrimination and Harassment Policy, and
- d. Orientation Film.

3.2 Conduct and Customer Service

- a. Personal appearance and dress requirements,
- b. Safety,
- c. Customer Service,
- d. Negotiation,
- e. Dealing with angry people,
- f. Empathy and sympathy,

- g. When passengers do not understand,
 - h. Organization and customer service expectations,
 - i. Interpersonal relations,
 - j. Awareness of self and others, and
 - k. Communication process and active listening.
- 3.3 Airport and Shuttle Bus Route Familiarization
- a. Airport parking facilities,
 - b. Coliseum/Airport BART Station,
 - c. Designated Shuttle Bus stops, and
 - d. Airport Terminal Buildings.
- 3.4 Airport and Ground Transportation Provider Familiarization
- a. Airport parking facilities,
 - b. Ground Transportation Provider destinations and
 - c. Airport Terminal Buildings.
- 3.5 Airport and City of Oakland Traffic Regulations.
- 3.6 Service and Assistance of disabled persons and the operation of handicapped wheelchair lifts.
- 3.7 Shuttle Bus pre and post operation inspections.
- 3.8 Radio Procedures
- a. Protocol,
 - b. Phonetic alphabet,
 - c. 10 Codes, and
 - d. Vocabulary.
- 3.9 Conflict and Stress Management.
- 3.10 Administrative Training

Administrative and supervisory personnel shall be trained and receive materials addressing the following areas:

- a. Organization,
- b. Written directives,
- c. Records,
- d. Code of Conduct,
- e. Disciplinary Procedures,
- f. Grievances,
- g. Appearance and demeanor,
- h. Issued equipment,
- i. Death/Notification,
- j. Off-duty employment, and
- k. Address and telephone.

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EXHIBIT L PUBLIC RELATIONS PROCEDURES MANUAL INFORMATION

Operator shall maintain the highest degree of operating standards, and provide, manage and operate the Services in a safe, efficient, competent and courteous manner, so as not to annoy, disturb, injure, harm or offend the general public, the tenants of the Airport and Port personnel.

As provided in **Section 11.4 of the Agreement**, the Operator shall provide a Public Relations Manual to the Port for the Port's review and approval. The Public Relations Manual shall be developed by the Operator based upon its best judgment and provided to the Landside Operations Manager within thirty (30) days of the Commencement Date for the Port's review and approval.

1. PUBLIC RELATIONS MANUAL STRUCTURE

Unless otherwise specified by the Director or the Designee, Operator shall handle customer claims and disputes as follows:

- 1.1 All claims against Operator for personal injury or property damage will be sent within twenty-four (24) hours to Operator's (or in the case of the Shuttle Buses, the Port's) insurance carrier for adjustment.
- 1.2 The Operator shall inform the Airport assigned Police and Landside Operations Manager or his or her designee immediately of such claims for personal injury or property damage.
- 1.3 Operator shall prepare a report of such claim and shall send a copy of such report to the Director within twenty-four (24) hours for all claims and disputes not involving damage to the Shuttle Buses. For any incident involving the Shuttle Buses, Operator shall prepare a report as specified in **Section 9.4 of the Agreement**.
- 1.4 Whenever Operator's personnel observe a crime against persons or property, acts of damage or vandalism or collision of any vehicle on Airport property, Operator shall immediately notify Airport assigned police and shall prepare an incident report which report shall be sent to the Landside Operations Manager or his or her designee.
- 1.5 Operator shall refer parties to, victims of or witnesses to any crime, accident or vandalism to Airport assigned police.
- 1.6 All customer claims and disputes will be administered by Operator's management personnel only.
- 1.7 All customer complaints shall be answered in writing within five (5) working days of receipt. All other customer correspondence shall be answered in writing in an expeditious manner.
- 1.8 Copies of all customer correspondence and Operator's responses thereto shall be promptly forwarded to the Port's Landside Operations Manager for his/her information.

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EXHIBIT M INSURANCE REQUIREMENTS

1. MINIMUM SCOPE OF INSURANCE

Operator shall procure and maintain during the Operating Term insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the Services hereunder by the Operator, its agents, representatives, employees or subcontractors.

2. MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage to be maintained by Operator shall be at least as broad as and have limits of no less than as follows:

- 2.1 Commercial General Liability: Subject to a limit of Ten Million Dollars (\$10,000,000) combined single limit per occurrence and annual aggregate, including coverage for bodily injury and property damage including contractual liability, products and completed operations, broad form property damage, personal injury, advertising injury and independent contractors;
- 2.2 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease;
- 2.3 Fidelity/Crime Bond shall be obtained in an amount not less than Five Hundred Thousand Dollars (\$500,000) and shall be a blanket bond covering all employees. The Fidelity/Crime Blanket Bond shall also include the Port as loss payee; and
- 2.4 Business Automobile Liability for all owned, non-owned and hired vehicles: Subject to a limit of Ten Million Dollars (\$10,000,000) combined single limit, each accident, for bodily injury and property damage for all owned, non-owned and hired vehicles (subject to ISO form number CA 0001 (Ed. 6/92) covering Automobile Liability, Code 1, "Any Auto"); note that Operator shall also be responsible for repairing physical damage to the Port's shuttles up to the Port's Automobile physical damage deductible, if such damage is determined to be the fault of the Operator. However, the Operator shall not be responsible for paying for third party bodily injury or property damage liability losses within the Port's Automobile liability insurance deductible. The Operator could be responsible for a liability loss in excess of the Port's automobile liability insurance limit if the Operator is at fault and the loss exceeds the Port's automobile liability insurance limit.

3. OTHER INSURANCE PROVISIONS

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

- 3.1 Commercial General Liability and Business Automobile Liability coverages described above shall include provisions that:
 - a. the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "Port of Oakland", its agents, employees, commissioners and officers are included as additional insured's, by endorsement, with respect to any liability arising out of activities performed by or on behalf of Operator, products and completed operations of Operator; premises owned, leased or used by Operator, the Parking Facilities or other locations from which the Services are provided, or automobiles owned, leased, hired or borrowed or used by Operator; all without special limitations on the scope of protection afforded to Port, its agents, contractors, employees, commissioners and officers and that coverage includes a cross liability/separation of insureds provision;
 - b. the insurance is the primary insurance, except as respects Business Automobile Liability as described above, without any obligation of any other insurance provided to the Port, its agents, employees, commissioners and officers or any insurance or self insurance maintained by Port, its agents, employees, commissioners and officers (including any self-insured retention or deductible) to contribute, share or split pro rata any liability covered by the Operator's insurance, which other insurance or self-insurance shall be excess insurance only;

4. ACCEPTABILITY OF INSURERS

Insurance shall be placed with insurers that are acceptable to the Risk Manager of the Port (such insurers shall be have a rating from A.M. Best of at least A VII).

5. DEDUCTIBLES OR SELF-INSURED RETENTIONS

For all required insurance, deductibles or self-insured retentions may not exceed Twenty-Five Thousand Dollars (\$25,000), unless approved by the Port Risk Management Department.

In the event the Operator has any deductibles or self-insured retentions, other than as specified herein, must be declared to and approved by the Port's Risk Manager. At the option of the Port, either (a) the insurer shall reduce or eliminate such deductible with respect to coverage of the Port, its agents, employees and officers or (b) Operator shall procure a bond, or other form of payment guarantee, including but not limited to, a letter of credit in a form approved by the Director or the Port's Landside Operations Manager, guaranteeing payment of losses and related investigations, claims administration, and defense expenses in an amount specified by the Port.

6. RELEASE AND WAIVER

Operator waives all right of recovery and causes of action against, and releases, the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "Port

of Oakland”, its agents, employees, commissioners and officers, to the extent any claim, loss, damage or expense is covered by any insurance or self insurance required by this Agreement, or which would have been covered had the insurance obligations in the Agreement been complied with. Further, the Operator shall obtain endorsements from its insurance carriers evidencing that the insurance carriers waive any right of subrogation or recovery that the insurer may have against the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, “Port of Oakland”, its agents, employees, commissioners and officers. Operator shall require all of its Contractors, Subcontractors and Consultants to maintain similar waivers in favor of such parties.

7. CANCELLATION OR REDUCTION OF COVERAGE

The Operator or its agent shall provide at least thirty (30) days’ prior written notice to Port (except ten (10) days prior written notice shall be allowed for non-payment of premium) in the event any of the above required insurance is suspended, voided, canceled, or reduced in coverage or in limits.

If Operator fails to provide the required insurance certificates and policies, the Port may without further notice and, at its option, (1) exercise the Port’s rights under the terms of the Agreement or any other rights available to the Port; (2) procure such insurance coverage at Operator’s expense and Operator shall promptly reimburse the Port for such expense and (3) interrupt or limit Operator’s operations or occupancy.

8. PROOF OF COVERAGE

Prior to commencing the services under this Agreement and annually thereafter, Operator shall furnish a certificate of insurance, satisfactory to the Port of Oakland Risk Management Department, evidencing that the above insurance is in force in compliance with the terms of these insurance requirements, placed with insurance carriers financially acceptable to the Port, stating the name(s) of the insurance carriers, policy numbers, dates of expiration and limits of liability. In addition to the certificate of insurance, Operator shall provide the Port of Oakland with copies of the actual insurance policies if requested by the Port of Oakland at any time. The Port reserves the right to approve or disapprove of any deductible or self-insured retention under any insurance required by the Agreement.

Written binders may be acceptable as interim evidence of insurance. Send certificates to:

Port of Oakland
Attn: Risk Management Department Fax #: 510-627-1626
530 Water Street
Oakland, CA 94607

9. REVIEW OF COVERAGE

Compliance with insurance requirements shall be subject to annual review by the Risk Manager of the Port. If the Risk Manager requires any change in coverage, Operator will be so advised in writing by Port and Operator shall comply with the conditions of change within 30 days of the date of receipt of such notice.

10. SUBCONTRACTORS

Operator shall include all subcontractors as insured under its policies or shall obtain separate certificates of endorsement for each subcontractor.

11. INSURANCE PREMIUMS

The cost of the above required insurance, with the exception of workers' compensation, is included in the Management Fee and payment of the actual cost of such insurance shall be the sole responsibility of the Operator. The Port shall only reimburse premiums for workers' compensation insurance that do not exceed Operator's actual Payroll Expenses multiplied by the Workers Compensation Rate proposed by Operator in its Proposal.

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**EXHIBIT N WORKERS' COMPENSATION; PAYROLL TAX
REIMBURSEMENT**

1. PAYROLL EXPENSE REIMBURSEMENT

The Port shall reimburse the Operator for salaries and corresponding payroll taxes and contributions for unemployment insurance ("Payroll Expense(s)") based on monthly payroll costs to the Operator for actual services performed pursuant to the Agreement, net of unauthorized overtime pay ("Authorized Payroll"). The Authorized Payroll and the corresponding Payroll Expenses shall be reported on the Operator's Monthly Report of actual expenses required pursuant to **Exhibits C** and **Exhibit D** of the Agreement and the Port shall reimburse such expenses pursuant to procedures in **Exhibit D**, subject to the limitations in the Agreement.

2. WORKERS' COMPENSATION INSURANCE

No later than the Commencement Date, Operator shall provide to Port evidence and terms of a current worker's compensation policy covering Operator's employees assigned to the Port. The Operator must disclose the experience modification and specify if the policy is a non-participating, participating or retrospective policy.

The Port shall only reimburse premiums for workers' compensation insurance that do not exceed Operator's actual Payroll Expenses multiplied by the Workers Compensation Rate proposed by Operator in its Proposal.

3. REQUIRED REPORTING – PAYROLL TAXES

Operator shall provide a quarterly payroll reconciliation report which includes the amounts billed to the Port as payroll for a calendar quarter and the amount reported to the State of California as gross wages on the Quarterly Wage and Withholding Report Form EDD DE 6. Operator shall provide a detailed explanation of any differences between the amounts billed to the Port and the amount reported as gross wages on Form EDD DE 6. Operator will provide a copy of Form EDD DE 6 as part of this reconciliation. Such reconciliation report shall be submitted not later than forty-five (45) days after the end of such calendar quarter and failure to submit or late submission is subject to the assessment of an Administrative Fee pursuant to **Exhibit F** of the Agreement. If other entities are included in these reports, Operator shall provide a reconciliation.

4. OVERPAYMENT AND OVERBILLING

Port reserves the right to reasonably dispute all payroll and Payroll Expense reimbursements and requests. If the Port determines, in its reasonable discretion, that any payroll and Payroll Expenses reimbursed to the Operator or any reimbursement for such expenses requested by the Operator is more than the Authorized Payroll and its corresponding Payroll Expenses, the Port may withhold the difference between the payroll amount reimbursed or requested to be reimbursed and the proper Authorized Payroll amount, plus fifty percent (50%) of such amount, which shall represent the estimated excess Payroll Expenses reimbursement. The

Port may (in its sole discretion) withhold such overpayment or overbilling amount from (a) the Management Fee, (b) any future payroll and Payroll Expense reimbursement amounts or (c) any other amounts the Port shall be obligated to pay the Operator.

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EXHIBIT O FORM OF PERFORMANCE BOND

_____, a [corporation, partnership or business] organized under the laws of _____ (hereinafter called the "Principal"), and _____ a corporation of the State of _____ which is licensed to do business in the State of California (hereinafter referred to as the "Surety"), are held and firmly bound unto the Port of Oakland acting by and through its Board of Port Commissioners (hereinafter called the "Port") in the full and just sum of [_____] (the "Sum") covering the Operating Term of the Operating Agreement for Airport Shuttle Bus, Ground Transportation & Curbside Management Services at the Oakland International Airport between the Principal and the Port dated _____, 2017 (the "Agreement"), to the payment of which Sum and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, under the terms of the Agreement, the Principal shall provide the Services at the Oakland International Airport, as described in the Agreement, and the Agreement is hereby incorporated herein by reference and made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said Agreement relating to the Services set forth and specified to be by the Principal kept, done and performed at the time and in the manner specified in said Agreement, and the Principal shall pay over, make good, and reimburse to the Port, all sums required by it to be paid, and all loss and damage (including reasonable attorneys' fees) which the Port may sustain by reason of any failure or default on the part of the Principal relating to the Services, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that the Principal shall default in any of the terms, covenants and conditions of the Agreement during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Port beyond the date of the expiration hereof for all sums provided for in the Agreement relating to the Services remaining unpaid as of the date of expiration of this Performance Bond and for all loss or damage (including reasonable attorneys' fees) resulting from such default up to the amount of the Sum.

In the event that Principal becomes a debtor under any chapter of the Federal bankruptcy laws, or becomes subject to any other statute providing for the recovery of transfers of payments or property, the obligations of the Surety hereunder shall include the obligation to reimburse the Port for any transfers or payments under the Agreement relating to the Services made by Principal to the Port prior to the commencement of such proceedings to the extent that such transfers or payments are voided and recovered from the Port by Principal, or by a creditor of Principal, or by a trustee, receiver, custodian or similar official appointed for Principal or for substantially all of Principal's assets. Provided, however, that the obligations set forth in the preceding sentence shall be reduced pro tanto upon: (1) the entry of a final, non-appealable order of a court of competent jurisdiction permitting the Port to retain all or any portion of such transfers or payments; (2) the execution of an agreement and approval thereof (if in the reasonable exercise of the Port's

judgment such approval is necessary) by a final non-appealable order of a court of competent jurisdiction permitting the Port to retain all or any portion of such transfers or payments; or (3) the expiration of the applicable statute of limitations with respect to the avoidance and recovery of such transfers or payments without any claim therefore having been made against the Port.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Port harmless from any and all loss, damage, cost, and expense (including reasonable attorneys' fees) arising from or in connection with the enforcing of the Surety's obligations hereunder. This paragraph shall survive the expiration of this Performance Bond.

The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by the Port and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with, or of any default under, the Agreement granted by the Port to the Principal without the Surety's knowledge or consent, or (iii) the rejection of the Agreement and the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Federal bankruptcy laws, and as the same may hereafter be amended, or under any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or the assumption by Principal of the Agreement as a result of any such proceeding, notwithstanding the finding by a court of competent jurisdiction that Principal has provided the Port with adequate assurance of future performance under the Agreement.

This Bond has been negotiated and executed in and shall be governed by and construed in accordance with the laws of the State of California. The execution of this Performance Bond by Surety shall constitute Surety's consent in the event of any litigation arising under this Performance Bond to the personal jurisdiction of, venue in and, convenience of the forum of the Superior Courts of the State of California, County of Alameda and the U.S. District Court for the Northern District of California for such purposes.

ATTEST:		PRINCIPAL:
Secretary	By:	
		Print Name and Title
(Affix Official Seal)		

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EXHIBIT P NON-DISCRIMINATION PLAN FOR EMPLOYMENT

1. NON-DISCRIMINATION POLICY

Operator will issue a policy statement delineating the policy of the Operator regarding its commitment to equal employment opportunity and non-discrimination, and such policy will be fully implemented. A statement similar to the following is recommended:

1.1 Equal Employment Opportunity Statement

It is the policy of Operator, personally subscribed to and supported by its principals, that there shall be no unlawful discrimination against an employee or applicant for employment on the basis of race, color, religion, sex, gender, 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. This policy includes, but is not limited to, the following: hiring, upgrading, recruitment, recruitment advertising, selection, training, demotion, transfer, compensation, lay-off or termination, or any other term or condition of employment. To implement this policy, Operator has a nondiscrimination program which is supported by all of Operator's managers and supervisors, and which Operator shall fully implement as appropriate during the Operating Term. To assure that equal opportunity and non-discrimination efforts are properly carried out, Operator at all times shall have an Equal Employment Coordinator; provided, however, that the principals of Operator shall be responsible for proper implementation of the Non-Discrimination Plan. Notwithstanding any provisions of this Plan to the contrary, **Sections 108-110 below** of this Plan shall not become applicable unless and until the Operator has 15 or more employees.

2. RESPONSIBILITIES AND DUTIES OF EQUAL OPPORTUNITY COORDINATOR

In addition to the Equal Employment Opportunity Coordinator's regular duties, it is the Coordinator's responsibility to: (1) develop equal opportunity and non-discrimination procedures and communication techniques; (2) assist supervisors and managers in identifying and solving problems relating to equal opportunity; (3) maintain an open-door policy to all employment problems which may be raised by employees or applicants for employment; (4) design and implement a system of periodic monitoring and reporting Operator's equal opportunity efforts, including monitoring of selection procedures and regular review and validation of any selection requirements and tests which are found to impact adversely on any person belonging to any of the protected classes; (5) keep informed, and keep senior management informed, on equal opportunity developments; (6) act as a liaison with equal opportunity agencies; (7) ensure that all managers and supervisors comply with this policy and implement Operator's non-discrimination program; (8) train employees, including supervisory and management personnel, to create a favorable climate for an effective equal opportunity program; (9) ensure that all of the Operator's facilities are desegregated; (10) conduct a periodic audit to ensure notices are properly displayed; (11) review the qualifications of all employees to ensure that all employees are given full opportunity for promotions or transfer; (12) encourage employees including to participate in all company-

sponsored social and recreational events, educational and training programs; (13) communicate to supervisors that their performance is being evaluated on their equal employment opportunity and non-discrimination efforts and results as well as other criteria; (14) ensure that supervisors take action to prevent discriminatory harassment of employees.

3. COMMUNICATION OF POLICY

Operator is desirous of ensuring that all employees and other persons are fully informed of its commitment to equal opportunity. Accordingly, Operator will undertake the following steps to disseminate the policy both internally and externally:

3.1 Internal Dissemination

- a. Operator's Equal Employment Opportunity/ Non-Discrimination Policy shall be contained in Operator's policy guide books or employee handbook, whichever may exist.
- b. Operator shall publicize at least once each year its EEO Policy in newsletters and/or magazines which are intended for the general reading of management and employees.
- c. A policy statement and Federally-required Equal Employment Opportunity notice will be posted on Operator's bulletin boards in areas where employees or applicants congregate.
- d. Operator shall communicate to all employees its EEO Policy and program through regular meetings during which managers and supervisors will discuss Operator's EEO policies and programs, individual responsibilities and review progress.
- e. Applications for employment shall include a statement regarding non-discrimination.

4. EXTERNAL DISSEMINATION

- 4.1 Recruiting services through which Operator hires, and each labor union or workers' representative with which it has a collective bargaining agreement or other employment-related contract, shall be informed through meetings or by written notification of the Operator's policies regarding equal opportunity. Operator will encourage the above actively to recruit and refer diverse applicants.
- 4.2 All advertisements for employment will state that Operator is an equal opportunity employer.
- 4.3 When employees are featured in marketing campaigns, employee handbooks or similar publications under Operator's control, diverse employees will be pictured where practicable.

- 4.4 An Equal Opportunity Clause will be inserted by Operator in all future labor union agreements, purchase orders and all other contracts relative to this Agreement.

Operator's non-discrimination plan compliance will be updated and revised periodically (at least annually) in light of experience, revised laws and regulations and their interpretations, and better understanding of effective approaches which will assure truly equal opportunity for all. The initial set of goals and timetables established pursuant to this Plan shall be forwarded to the Executive Director within 90 days after Operator's execution of the Agreement. Each updated plan will be forwarded to the Executive Director within 30 days after their adoption. Each updated plan shall be consistent with the goals and objectives of this Plan.

Any questions relating to details of this Plan should be referred to Operator's Equal Employment Opportunity Coordinator.

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AIRPORT SHUTTLE BUS, GROUND TRANSPORTATION
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EXHIBIT Q GUARANTY

WHEREAS, the City of Oakland, a municipal corporation doing business by and through its Board of Port Commissioners, hereafter referred to as "Port", and _____, hereafter referred to as "Contractor", are about to execute a document entitled Operating Agreement for Airport Shuttle Bus, Ground Transportation & Curbside Management Services at the Oakland International Airport (the "Agreement") dated _____, 2017, under which Contractor will manage, operate and maintain specified shuttle bus services at Oakland International Airport; and

WHEREAS, the undersigned, hereinafter referred to as "Guarantors", have a financial interest in and/or will receive benefit from Contractor, and

WHEREAS, Port would not execute the Agreement if Guarantors did not execute and deliver to Port this Guaranty.

NOW THEREFORE, for and in consideration of the execution of the Agreement by Port and as a material inducement to Port to execute said Agreement, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Contractor of all sums payable by Contractor under the Agreement and the faithful and prompt performance by Contractor of each and every one of the terms, conditions and covenants of the Agreement to be kept and performed by Contractor that arise during the Operating Term of the Agreement.

It is specifically agreed and understood that the terms of the Agreement may be altered, affected, modified, waived or changed by agreement between Port and Contractor, including, without limitation, the amount of the Management Fee, the definition of Reimbursable Expenses, the Operating Term of the Agreement and the location of the Premises, and the Agreement may be assigned by Port or any assignee of Port without consent or notice to Guarantors and that this Guaranty shall thereupon and thereafter continue to guarantee the performance of the Agreement as so changed, modified, affected, altered or assigned, irrespective of the lack of prior notice to or consent by Guarantors.

In the event the Agreement is renewed and/or extended by the Port, this Guaranty shall also apply to the Agreement as so extended or renewed, notwithstanding any changes in the provisions thereof, with the same effect as if this Guaranty had been executed by the undersigned with reference to the renewed or extended Agreement at the time of said renewal or extension.

This Guaranty shall not be released, modified or affected by failure or delay on the part of Port to enforce any of the rights or remedies of the Port under the Agreement, whether pursuant to the terms thereof or at law or in equity.

No notice of occurrence, existence or continuance of any failure of performance or payment under the Agreement, or any other event of default or default by Contractor under the Agreement need be given to Guarantors. It is specifically agreed and understood that the guarantee of the undersigned is a continuing guarantee under which Port may proceed forthwith and immediately against Contractor or against one or more of the Guarantors following any breach or default by Contractor or for the enforcement of any rights which Port may have as against Contractor pursuant to or under the terms of the Agreement or at law or in equity.

Port shall have the right to proceed against any of the Guarantors hereunder following any breach or default by Contractor without first proceeding against Contractor or any of the remaining Guarantors and without previous notice to or demand upon either Contractor or Guarantors. Each Guarantor further assents, without the requirement or condition that notice of any kind or nature be given to such Guarantor on account thereof, to (a) any failure to resort to or exhaust other rights, powers or remedies on the part of Port; (b) the acceptance by Port of (i) any prepayments or partial payments under the Agreement and (ii) any payment in full satisfaction of less than all of the amount due under the Agreement.

Guarantors, and each of them, hereby waive (a) notice of acceptance of this Guaranty, (b) demand of payment, diligence, presentation and protest, including, without limitation, of claims with a court in the event of receivership or bankruptcy of Contractor, (c) notice of the reliance of Port upon this Guaranty; (d) any right to require the Port to proceed against the Contractor or any other Guarantor or any other person or entity liable to Port, (e) any right to require Port to apply to any default any security deposit or other security it may hold under the Agreement, (f) any right to require Port to proceed under any other remedy Port may have before proceeding against Guarantors, (g) any right of subrogation, reimbursement, indemnification, and contribution, and (h) any other rights and defenses that are or may become available to Guarantors by reason of sections 2787 to 2855 of the California Civil Code. In addition, Guarantor agrees that the performance of any act or payment that tolls the statute of limitations applicable to the Agreement shall similarly operate to toll the statute of limitations applicable to Guarantors' liability hereunder.

Guarantors do hereby subrogate all existing or future indebtedness or other obligations of Contractor to Guarantors to the obligations owed to Port under the Agreement and this Guaranty.

Each of the undersigned Guarantors that is a natural person represents and warrants to the Port either that: (a) he or she is currently unmarried, and covenants that if he or she marries, (i) recourse may be had against his or her separate property for all of such Guarantor's obligations under this Guaranty, and (ii) his or her spouse shall become a party to this Guaranty so that recourse may be had against such spouse's separate property and to their community property for all of such Guarantor's obligations under this Guaranty; or (b) he or she is currently married, and his or her spouse has executed this Guaranty as a Guarantor.

The Guarantors agree to provide financial and other information about the Guarantors to the Port to the same extent that the Contractor is obligated to provide such information under **Section 24(f) of the Agreement**.

This Guaranty and the liability of Guarantors hereunder shall not be subject to or contingent upon (a) the genuineness, validity, regularity or enforceability of the Agreement, or (b) any law, ordinance, rule, regulation, writ, order or decree now or hereafter in effect which might in any manner affect the Contractor's obligations under the Agreement or any rights, powers or remedies of Port in respect thereof, or cause or permit to be invoked any alteration of time, amount or manner of payment or performance of any obligation of the Contractor under the Agreement. Further, this Guaranty shall not be deemed discharged, impaired or affected by (x) the power or authority of Contractor to enter into or to obtain the Agreement; (y) any subcontracting or assignment by Contractor of its interest in the Agreement; or (z) the existence or non-existence of Contractor as a legal entity.

All of the rights, powers and remedies of Port under the Agreement and this Guaranty are intended to be distinct, separate and cumulative, and none of such rights, powers and remedies

therein and herein contained is intended to be exclusive of or a waiver of any other right, power or remedy therein or herein contained.

This Guaranty shall be governed by, and construed in accordance with, the laws of the State of California. Each provision hereof is intended to be severable. If any clause, phrase, provision or portion of this Guaranty or the application thereof is determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the remaining clauses, phrases, provisions and portions of this Guaranty shall not be affected or impaired thereby, but each remaining clause, phrase, provision and portion shall be valid and be enforceable to the fullest extent permitted by law.

The term "Contractor" whenever used in this Guaranty refers to and means the Contractor named in the Agreement and also to any successor to the interests of the Contractor authorized pursuant to the terms of the Agreement.

This Guaranty shall be binding on the Guarantors and their respective heirs, executors, personal representatives, successors and assigns.

In the event any action is brought by the Port against Guarantors or any of them to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee, which shall be fixed by the court.

IN WITNESS WHEREOF, each Guarantor hereby executes this Guaranty this ____ day of _____, 2017.

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Address: _____	Address: _____
_____	_____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Address: _____	Address: _____
_____	_____

PORT OF OAKLAND
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AIRPORT SHUTTLE BUS, GROUND TRANSPORTATION
& CURBSIDE MANAGEMENT SERVICES

EXHIBIT R

**LIST OF ACDBES TO BE USED BY OPERATOR AND QUARTERLY
REPORTING**

[INTENTIONALLY BLANK]
[PLACE HOLDER FOR LIST OF ACDBES]

FORM OF QUARTERLY REPORT CERTIFICATE

(On Company Letterhead)

(Date)

Mr. Bryant L. Francis
Director of Aviation
Port of Oakland
530 Water Street
Oakland, CA 94607

Mr. Bryant L. Francis:

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

**QUARTERLY REPORTING FOR PARTICIPATION OF
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES**

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

Name and Address of Airport Concession Disadvantaged Business Enterprise (ACDBE)	ACDBE Telephone and Fax Numbers Email Address	ACDBE * Certification Number	Description of 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.

OAK quarterly ACDBE April 2011

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AIRPORT SHUTTLE BUS, GROUND TRANSPORTATION
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EXHIBIT S SHUTTLE BUS FLEET MAINTENANCE AGREEMENT

[INTENTIONALLY BLANK]
[PLACE HOLDER FOR FLEET MAINTENANCE AGREEMENT]

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EXHIBIT T EXCEPTIONS TO PROPOSER'S PROPOSAL

[INTENTIONALLY BLANK]
[PLACE HOLDER FOR EXCEPTIONS]

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EXHIBIT U AGREEMENT ADDENDUMS

Operator shall incorporate the following statutory provisions into all agreements with Operators performing construction under the Agreement to which this **Exhibit U** is attached:

1. **Resolution of Construction Claims.** Operator and Operator shall resolve construction claims pursuant to the procedures established in California Public Contract Code Section 20104.

2. **Workers' Compensation Certificate.** Operator shall secure workers' compensation coverage for its employees pursuant to California Labor Code Section 3700. By executing this Agreement, Operator certifies that Operator is aware of the provisions of Section 3700 of the Labor Code, and Operator will comply with such provisions before commencing the performance of the work of this Agreement.

3. **Prevailing Wages.** Operator shall pay prevailing wages on all public works projects in excess of \$1,000, pursuant to Port Ordinance 4321.

4. **Bonds.** Operator shall obtain bonds in accordance with the provisions of Port Ordinance 4321.

5. **Working Hours Restriction.** Operator shall adhere to the eight-hour workday/forty-hour workweek restriction and payment of overtime requirements of California Labor Code Section 1810, et seq.

6. **Payroll Records.** Operator and subcontractors shall maintain accurate payroll records and certify them upon request, pursuant to California Labor Code Section 1776.

7. **Apprentices.** Operator shall adhere to the policies regarding hiring of apprentices, pursuant to California Labor Code Section 1777.5.

8. **Substitution of Securities for Retention** shall be permitted pursuant to California Public Contract Code Section 22300, which is incorporated herein full by this reference.

9. **Antitrust Claim Assignment.** Operator shall offer and agree to assign any antitrust claim governed by California Public Contract Code Section 7103.5 to the Port.

10. **Licensed General Contractor.** Operator shall employ a licensed general contractor to do the work.

11. **Port of Oakland Maritime and Aviation Project Labor Agreement ("MAPLA").** The Contractor, whether union or non-union, must comply with the Port of Oakland Maritime and Aviation Project Labor Agreement, attached as Document 00823, and execute Document 00630, Letter of Assent. Non-union Contractors and subcontractors are not required to sign union agreements nor are their employees required to become union members to perform work on this Project. The Contractor further must cause all "Contractors" (as such term is defined in the MAPLA) that contract under Contractor on this Contract and are covered by the MAPLA, to comply with the requirements imposed on "Contractors" (as such term is defined in the MAPLA) under said agreement and to execute Document 00630, Letter of Assent.

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EXHIBIT V ENVIRONMENTAL RESPONSIBILITIES

Section 1. Compliance with Port Environmental and Storm Water Ordinances

Operator shall comply with Port Environmental Ordinance No. 4345 (the “Environmental Ordinance”) and Port Storm Water Ordinance No. 4311 (the “Storm Water Ordinance” and, together with the Environmental Ordinance, the “Port Ordinances”). All terms in this Environmental Responsibilities Exhibit shall have the meanings as defined in the Environmental Ordinance.

Section 2. Notices and Disclosures Regarding Toxic Materials

Pursuant to H&S Code Section 25359.7, the Port notifies Operator that the Port has reasonable cause to believe that Toxic Materials have come to be located on, at, beneath or emanating from the Premises. Information regarding the Toxic Materials on the Premises may be included in reports available on DTSC’s Envirostor Website <http://www.envirostor.dtsc.ca.gov/public/>, the RWQCB’s Geotracker Website <http://geotracker.waterboards.ca.gov/>, or Alameda County’s ftp site <http://gis.acgov.org/DEH/InspectionResults/?SITE=LOP>. In addition, Operator may request any non-privileged Toxic Material reports concerning the Premises that are in the possession of the Port.

Section 3. Storage Tanks

Existing Storage Tanks: ☐ Yes ☐ No

If yes, list Storage Tank number, location, date of installation, material stored and size

If there are Storage Tanks on the Premises, Operator has certain responsibilities for operation, monitoring, reporting, maintenance and removal of such Storage Tanks, See Environmental Ordinance, Sections 3 and 10.

Section 4. Covenant to Restrict Use of Property (“CRUP”)

Existing CRUP: ☐ Yes ☐ No

If the Yes box is checked, the attached CRUP is incorporated and Operator shall comply with the CRUP. Required Disclosure

Section 5. Performance Deposit

Operator shall, not later than the Effective Date, deposit with the Port and during the entire Term shall maintain with the Port a deposit as specified in the Agreement, which deposit will be retained by the Port as a performance deposit (the "Performance Deposit") and may be used or applied as the Port, in its sole discretion, may determine to: (a) pay the Cost of Response Actions on the Premises that are the responsibility of Operator; (b) repair any damage to the Premises caused by Operator or Operator's Representatives; (c) replace any Improvements which are the property of the Port and which have been damaged, removed or otherwise misplaced during the Operating Term; (d) pay any other outstanding amounts due the Port from Operator pursuant to any of the provisions of the Port Ordinances; (e) pay any compensation or other amount payable to the Port pursuant to the Port Ordinances that is not paid when due; (f) pay or reimburse the Port for any amount that the Port may spend or become obligated to spend in exercising its rights under the Port Ordinances; or (g) compensate the Port for any expense, loss or damage that the Port may suffer because of a default with respect to any obligation of Operator under the Port Ordinances.

The Performance Deposit shall be cash or an irrevocable letter of credit in the form required by the Port (a "Letter of Credit"), issued by a bank ("Issuer") located within the continental United States, acceptable to the Port and with a branch office located in Oakland or San Francisco, California, at which such Letter of Credit may be drawn. In the event the Port is required to utilize the Performance Deposit or any portion thereof during the Term for the purposes hereinabove set forth, Operator shall deposit with the Port an additional sum or a replacement Letter of Credit sufficient to restore the Performance Deposit to the amount hereinabove set forth. Operator waives the provisions of Section 1950.7 of the California Civil Code to the extent that such Section: (i) provides that the Performance Deposit can be applied only to remedy certain defaults by Operator; (ii) requires that all or any unused portion of the Performance Deposit must be returned to Operator within a specified period of time; or (iii) is otherwise inconsistent with this Section 5, it being the Parties' intention that this Section 5 shall be controlling.

Section 6. Release

Operator, for itself, Operator Representatives, successors and assigns, waives, releases, acquits, and forever discharges the Port of, from, and against any Actions, direct or indirect, at any time on account of, or in any way arising out of or in connection with: (i) the Port providing advice, guidance, or assistance to Operator or Operator Representatives regarding Operator's compliance with Environmental Laws; and (ii) Toxic Materials existing at, on, or under the Premises as of the Effective Date, and any migration of Toxic Materials to, within, or from the Premises regardless of the origin or source of the Toxic Materials, whether known or unknown. Operator's release of the Port shall apply to all unknown and known Actions and contingent or liquidated Actions, and shall specifically cover any potential liability which may be based on any Environmental Laws.

The release shall also include a release of the rights provided under California Civil Code Section 1542 which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

As indicated by the initials below, it is Operator’s intention that it waive and relinquish any and all protections, privileges, rights and benefits it may have under Section 1542.

Operator: _____

Section 7. Storm Water

Operator represents and warrants that it shall comply with the use provisions in the Agreement and shall only perform activities on the Premises consistent with the Standard Industrial Classification (“SIC”) code (or North American Industry Classification System (“NAICS”) code if the SIC code is not available), listed below. SIC codes may be searched at <https://www.osha.gov/pls/imis/sicsearch.html>; NAICS codes may be searched at <https://www.bls.gov/bls/naics.htm>. Operator shall seek and obtain prior written approval from the Port before performing any activities on the Premises that are inconsistent with the below-referenced SIC or NAICS code.

SIC or NAICS Code: _____

Section 8. Operator Environmental Contact Information

Name: _____

Title: _____

Work Address: _____

Phone Number: _____

Email Address: _____



Adopted FY 2017-18 Operating Budgets

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

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Airport Shuttle Bus Services													
	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	TOTAL
Personnel													
Supervisors	23,000	23,000	24,000	23,000	23,000	24,000	23,690	23,690	24,720	23,690	23,690	24,720	284,200
Dispatch	1,900	1,900	1,900	1,900	1,900	1,900	1,957	1,957	1,957	1,957	1,957	1,957	23,142
Drivers	126,000	123,000	126,000	126,000	126,000	131,159	129,780	129,780	129,780	129,780	129,780	129,780	1,536,839
Payroll Clerk	1,900	1,900	1,900	1,900	1,900	1,900	1,957	1,957	1,957	1,957	1,957	1,957	23,142
Payroll Taxes	12,224.00	11,984.00	12,304.00	12,224.00	12,224.00	12,716.72	23,214.14	23,214.14	23,366.07	15,738.40	14,951.48	12,673.12	186,834
Worker's Compensation	9,122.16	8,943.06	9,181.86	9,122.16	9,122.16	9,489.85	9,395.82	9,395.82	9,457.32	9,395.82	9,395.82	9,457.32	111,479
Overtime	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Health Insurance	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,001	24,000	288,001
Pension Plan	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	33,600
Total Personnel Expenses	\$ 202,446	\$ 199,027	\$ 203,586	\$ 202,446	\$ 202,446	\$ 209,466	\$ 218,294	\$ 218,294	\$ 219,537	\$ 210,818	\$ 210,032	\$ 208,844	\$ 2,505,237
Non-Personnel													
Communications	\$ 2,300	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 26,500
Materials and Supplies	600	600	600	600	600	600	600	600	600	600	600	600	7,200
Printing Costs	50	50	50	50	50	50	50	50	50	50	50	50	600
Gasoline Expenses	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Management Fees	47,294	47,294	47,294	47,294	47,294	47,294	48,712	48,712	48,712	48,712	48,712	48,712	576,036
Bus Washing & Cleaning	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	1,678	20,130
Background / DOT checks	500	600	600	600	600	600	600	600	600	600	700	700	7,300
Janitorial Service	600	600	600	600	600	600	600	600	600	600	600	600	7,200
Uniforms	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,100	1,000	1,140	1,234	14,074
Other	500	500	500	500	500	500	500	500	500	500	500	450	5,950
Total Non-Personnel Exp.	\$ 55,022	\$ 55,022	\$ 55,022	\$ 55,022	\$ 55,022	\$ 55,022	\$ 56,440	\$ 56,440	\$ 56,340	\$ 56,240	\$ 56,480	\$ 56,524	\$ 668,590
Total Shuttle Services Expense	\$ 257,468	\$ 254,049	\$ 258,607	\$ 257,468	\$ 257,468	\$ 264,487	\$ 274,733	\$ 274,733	\$ 275,877	\$ 267,058	\$ 266,512	\$ 265,368	\$ 3,173,827
Other Contractual Expense													
Fuel Expense (CNG)	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	\$ 128,000
Maintenance Expense (CNG)	49,207	49,207	49,207	49,207	49,207	49,207	49,207	49,207	49,207	49,207	49,207	49,207	590,486
Subtotal: Other Expenses	\$ 59,874	\$ 59,874	\$ 59,874	\$ 59,874	\$ 59,874	\$ 59,874	\$ 59,874	\$ 59,874	\$ 59,874	\$ 59,874	\$ 59,874	\$ 59,874	\$ 718,486
TOTAL EXPENSE	\$ 317,341	\$ 313,922	\$ 318,481	\$ 317,341	\$ 317,341	\$ 324,361	\$ 334,607	\$ 334,607	\$ 335,751	\$ 326,932	\$ 326,386	\$ 325,242	\$ 3,892,313

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

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Curbside Management Services	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	TOTAL
Personnel													
GTS Supervisor	21,000	21,000	23,500	22,500	23,500	23,500	23,175	22,148	23,375	23,175	23,175	23,000	\$ 273,048
Dispatch	1,900	1,900	1,900	1,900	1,900	1,900	1,957	1,957	1,957	1,957	1,957	1,957	23,142
Ground Transportation Wages	85,000	82,800	85,000	82,800	85,000	87,000	87,000	85,000	82,800	82,800	85,000	82,800	1,013,000
Payroll Clerk	1,900	1,900	1,900	1,900	1,900	1,900	1,957	1,957	1,957	1,957	1,957	1,957	23,142
Payroll Taxes	8,784.00	8,608.00	8,984.00	8,728.00	8,984.00	9,144.00	16,828.13	16,381.65	16,238.13	10,988.90	10,648.46	8,777.12	133,094
Worker's Compensation	6,555.06	6,423.72	6,704.31	6,513.27	6,704.31	6,823.71	6,811.11	6,630.40	6,572.31	6,560.37	6,691.71	6,549.93	79,540
Overtime	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Health Insurance	25,000	25,000	25,000	24,000	22,500	22,500	22,500	22,500	22,500	22,500	22,483	22,423	278,906
Pension Plan	800	800	800	800	800	800	800	800	800	800	800	800	9,600
Total Personnel Expenses	\$ 151,939	\$ 149,432	\$ 154,788	\$ 150,141	\$ 152,288	\$ 154,568	\$ 162,028	\$ 158,374	\$ 157,199	\$ 151,738	\$ 153,712	\$ 149,264	\$ 1,845,473
Non-Personnel													
Communications	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 8,400
Material & Supplies	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Printing Costs	125	125	125	125	125	125	125	125	125	125	125	125	1,500
GTS Management Fees	13,512	13,512	13,512	13,512	13,512	13,512	13,917	13,917	13,917	13,917	13,917	13,917	164,574
Background / DOT checks	125	125	125	125	125	125	125	125	125	125	125	126	1,501
Janitorial Service	3,890	3,890	3,890	3,890	3,890	3,890	3,890	3,890	3,890	3,890	3,890	3,884	46,674
Uniforms	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Personnel Exp.	\$ 20,352	20,352	20,352	20,352	20,352	20,352	20,757	20,757	20,757	20,757	20,757	20,752	\$ 246,649
TOTAL EXPENSE	\$ 172,291	\$ 169,784	\$ 175,140	\$ 170,493	\$ 172,640	\$ 174,920	\$ 182,785	\$ 179,131	\$ 177,956	\$ 172,495	\$ 174,469	\$ 170,016	\$ 2,092,122



Current Airport Shuttle Bus, Ground Transportation, & Curbside Management Staffing Levels

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

Shuttle Operations: Staff and Rates

Position	# Staff	Rate
PARKING SHUTTLE DRIVERS	30	23.99
DISPATCHER *	1	20.33
DRIVER SUPERVISORS	5	23.89
ADMINISTRATIVE / PAYROLL*	1	21.43

Shuttle Operations Staffing: Shifts Per Day

Position	SUN	MON	TUE	WED	THU	FRI	SAT
PARKING SHUTTLE DRIVERS	18	18	18	18	18	18	18
DISPATCHER *		1	1	1	1	1	
DRIVER SUPERVISORS	4	5	4	4	4	4	4
ADMINISTRATIVE / PAYROLL*		1	1	1	1	1	

Curbside Management Staffing: Staff and Rates

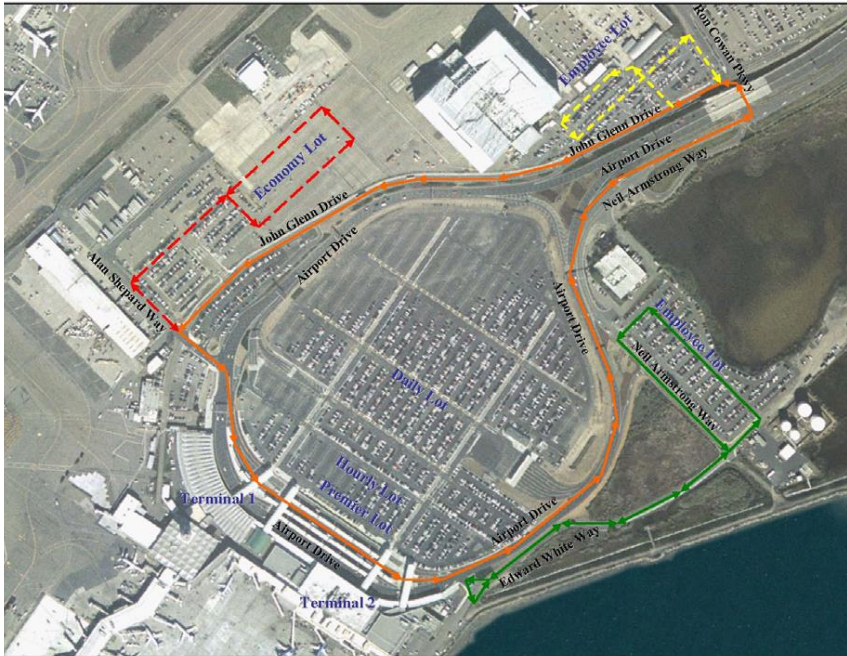
Position	# Staff	Rate
GT STARTERS	34	16.18
GT SUPERVISORS	5	17.41
GT COORDINATOR	1	21.92
ADMINISTRATIVE / PAYROLL*		

Curbside Management Staffing: Shifts Per Day

Position	SUN	MON	TUE	WED	THU	FRI	SAT
GT STARTERS	20	19	18	18	18	18	18
GT SUPERVISORS	2	2	2	2	2	2	1
GT COORDINATOR			1	1	1	1	
ADMINISTRATIVE / PAYROLL*							

* Currently shared with Fleet Operations services.

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services



Economy Parking Lot

Oakland Maintenance Center (OMC)

Neil Armstrong Lot (NAL)



**On-Call
BART
Bus Bridge
Services**



Current Shuttle Bus Fleet Description

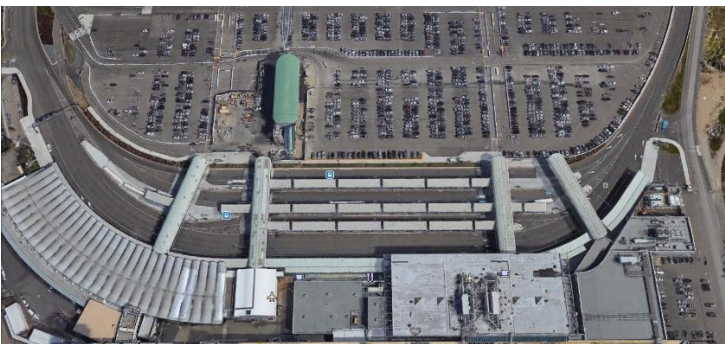
RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services

	Fleet Number	Year/Make/Model	Placed into Service		Annual Mileage
1	2091	40' 2009 EI Dorado CNG Axess Low Floor	Dec of 2009		4,075
2	2092				11,465
3	2093				7,924
4	2094				10,641
5	2095				10,370
1	9920	2003 Ford CNG Aerotech E-450 Cut-Away	Nov of 2003		17,736
2	9921				22,027
3	9922				16,532
4	9923				9,897
5	9924				21,075
6	9927				20,802
7	9930				19,138
8	9932				19,201
9	9933				18,296
10	9934				18,095

RFP No.: 17-18/03, Airport Shuttle Bus, Ground Transportation, & Curbside Management Services



**Oakland
International
Airport**



**Terminal
Curbside**



Taxi Holding Lot

Located at:

**Earhart Road /
DeHavilland Street /
Swan Way**