

REQUEST FOR PROPOSAL

for

Airport Shuttle Bus, Ground Transportation and Curbside Management Services

22-23/02



PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

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

Proposal Information

Proposal Title	Airport Shuttle Bus, Ground Transportation and Curbside Management Services
Proposal Type	Professional Services
Proposal Number	22-23/02
Proposal Issued	June 24, 2022
Department Requesting Services	Aviation Ground Transportation Services
Non-Mandatory Pre-proposal Meeting (attendance is highly recommended)	July 7, 2022 at 9:30 a.m. Zoom Meeting: https://portoakland.zoom.us Zoom Meeting ID: 974 9541 1479 Passcode: 431905
Scheduled Publication Date	June 24, 2022
Proposal Due Date and Time	August 9, 2022 until 11:00 a.m.

Instructions for Submitting Proposals

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

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

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

Questions about the Proposal

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

Primary Contact	Nicklaus Sioson Email: nsioson@portoakland.com
Question/RFI Due Date	July 15, 2022 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	July 26, 2022 All pertinent questions will be responded to via addendum emailed to all prospective proposers and placed on the Port's website. Proposers who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain Proposal Documents" section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form.

Once the RFP is issued, and until a recommendation for award is made to the Board of Port Commissioners at a public Board of Port Commissioners meeting (or in cases where a recommendation for award does not require a public Board meeting, when Proposers are notified by Port staff of the recommendation for award), each Proposer and its representatives, agents, and affiliates, shall not contact members of the Evaluation

Committee, Port staff or the Board of Port Commissioners to discuss or ask questions about the contents of this RFP or the selection process. All questions shall be submitted in writing as described in this RFP. Any inappropriate contact by a Proposer, its representatives, agents, and/or affiliates may result in the Proposers' proposal being disqualified.

Full Opportunity

The Port's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. It is the policy of the Port of Oakland to encourage and facilitate full and equitable opportunities for small local businesses to participate in its contracts for the provision of goods and services. It is further the Port's policy that no discrimination shall be permitted in small local business participation in Port contracts or in the subcontracting of Port contracts. The successful Respondent shall comply with the Port's non-discrimination policy.

Title VI Solicitation Notice: The Port of Oakland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders 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. Quarterly Reporting for Participation of Airport Concession Disadvantaged Business Enterprise B. Quarterly Report Certificate Letter C. Consultant/Subconsultant Participation Plan D. Good Faith Efforts Guidance E. Interested Parties List	No Attachment 5-A and 5-B Quarterly and final reports are required after contract award. Yes Attachment 5-C and 5-E are required with the Proposal.
6	Airport Concession 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 prior to entering into contract with the Port of Oakland)

Title		Must Be Returned with Proposal
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	Operating Agreement for Shuttle Bus Services and Ground Transportation and Curbside Management Services at Oakland International Airport	No (Note: If awarded the contract, the successful Respondent will execute a revised version of the Port's standard Professional Services Agreement, which will be consistent with the provisions of this RFP.)
12	Labor Peace Rule for Certain Operational Services (Port Ordinance 4587)	No
13	Statement of Adherence to Labor Peace Rule	Yes
14	Current Shuttle Bus, and Ground Transportation & Curbside management Staffing Levels	No
15	Aerial View of Shuttle Service Route Description	No
16	Current Shuttle Bus Fleet Descriptions	No
17	Aerial View of Curbside and Hold Lot	No

I. Project Overview

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

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

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

Please review the Minimum Qualification cited in Part II, Section J. Interested 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 one of the top ten busiest container ports in the U.S.; Oakland International Airport is the second busiest passenger and busiest cargo airport in the San Francisco Bay Area; 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 Bus 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, terminal concourse buildings, international arrivals building and/or remote aircraft hardstand positions, 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 1,935 parking stalls and is located off of John Glenn Drive. Round trip distance for this route is approximately 1.8 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 759 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 1.6 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 1.8 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 roundtrip distance of this route is approximately 8 miles.
3. Provide on-call Airside-COBUS Services ("Airside-COBUS"): on-call service shall be provided between Terminal Concourse Buildings, International Arrivals Building and/or remote aircraft hardstand positions. **Table 1** below sets forth a description and detail of the Shuttle Bus service routes ("Shuttle Routes") in effect as of the Effective Date of this Agreement and expected service standards for each route. The Shuttle Routes may be modified as agreed to by the Director or the Designee. Aerial route maps are shown in **Attachment 15**.

Table 1 - Route Descriptions

Route	Shuttle Bus Used	Round Trip Distance	Headways	Daily Hours of Operations	Average Trips/Month
Neil Armstrong Lot (NAL)	32' Aero Elite Cut-Away	0.9 miles	10 minutes	24 hours	4320
Oakland Maintenance Center (OMC)	32' Aero Elite Cut-Away	1.6 miles	10 minutes	24 hours	4320
	40' Low Floor Axxess				
Economy Parking Lot	32' Aero Elite Cut-Away	1.8 miles	10 minutes	5:00 a.m. to 2:00 a.m. (21 hours)	3150
	40' Low Floor Axxess				
BART-OAK	40' Low Floor Axxess	8 miles	12-15 minutes	5:00 a.m. – 12:00 a.m. M-SAT; 8:00 a.m. – 12 a.m. Sun/Holidays, But Only On-Demand	On-Demand
Airside-COBUS	45.3' COBUS 3000	On-Demand			

Note: OAK is currently in the process of procuring Electric Shuttles to replace our existing 40' CNG Low Floor buses. These Electric Shuttles are anticipated to be in service by mid-2024.

B. Ground Transportation & Curbside Management Services

The selected Contractor will also coordinate, manage, and monitor 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, curbside management of vehicles, drivers, passengers, and collection of trip fee vouchers.

The Port currently provides the following Curbside Ground Transportation Management Services:

1. At this time there are approximately 80 taxicabs permitted to operate at OAK. The taxicabs that are permitted to pick-up passengers at the Airport currently are first required to stage in the primary Taxi vehicle Hold Lot that is currently located off Air Cargo Road in the South Field ("Hold Lot"). Taxicabs are dispatched to the terminal curbside based on a first-come, first-serve basis. On-demand door-to-door shuttles and reservation door-to-door shuttles may proceed directly to the curbside, however only On-Demand Shuttles are allowed to stage / wait

at their designated curb. 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 second curb and allows for active loading / unloading only.

2. Door-to-door shuttle operators provide a mix of both on-demand and reservation services. Reservation and door-to-door shuttle vehicles must be permitted to operate at OAK.
3. GT Starters/Representatives ("GTR") perform the functions as required on the curbside to manage and coordinate taxicab, shuttle, and TNC operations. GTR Starters may operate out of the booth located on the first curb for the taxicabs. Contractor is expected to provide staff to perform the Curbside Services as set forth in more detail in the Agreement, attached as **Attachment 11** to this RFP, including **Exhibit A-II**. GT Starters working along other curbs may be expected to operate along the length of the respective curbs as needed to monitor and assist passengers with wayfinding.
4. Curbside Management operations require GT Supervisors or GTR Starters on the curbside. The GTR Starters at the curbside location summon taxicabs via electronic dispatching software or other approved communications methods from the hold lot, ensure 100% revenue collection for taxi trip fees by collecting/processing taxi trip vouchers in paper or electronic form for all taxis departing the taxi stand with fares. The GT Supervisors or GTR Starters 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.
5. Taxis are dispatched directly to the designated curbside pick-up location in front of the terminal buildings. The current hold lot and designated terminal pick-up locations are shown on **Attachment 17**. Operations may be modified during heightened national security alerts or for other reasons as determined by the Director of Aviation or Designee.
6. 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. TNC pick-ups are allowed only at their designated curb locations.

Due to the impacts that the Airport is currently experiencing as a result of the COVID-19 pandemic, the Airport has had to adjust its ground transportation operations. As the Airport recovers from the COVID-19 pandemic, the Airport will meet with the Contractor to determine the appropriate staffing levels to also manage and/or monitor the Transportation Network Companies ("TNC") Loading Zone. The TNC Loading Zone is located on the third curb, center island.

Oakland International Airport is open 24 hours per day, 365 days per year. Curbside Management services will be 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 17**. 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
Taxicab GTR Starter	Twenty (20) hours per day 365 days per year 0600-0200

These services and related contractual responsibilities shall be collectively referred to as "Services" throughout this RFP. The successful Proposer ("Contractor") will perform the Management Services and Responsibilities in accordance with the requirements of the "Agreement" attached to this RFP as **Attachment 11**, including any changes made to the Services by the Port pursuant to Agreement, including **Section 9.3**.

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

The Agreement (**Attachment 11**), including **Section 9.3** gives the Port the ability to increase or decrease the Contractor responsibilities to allow the Port the flexibility it needs to provide Shuttle and Ground Transportation services along with the ability to renovate and/or expand Airport facilities. Such renovation and expansion may occur during the Operating Term.

C. Contract Term

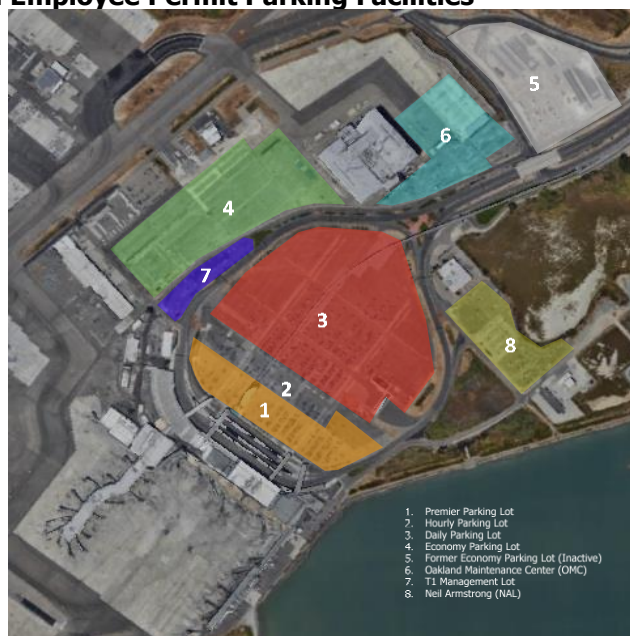
The term of the Agreement shall be **three (3) years**, commencing on or about **February 1, 2023** and extending through **January 31, 2026**. The Port will have the option, exercisable at its sole discretion by giving a 60-day notice to the Contractor, to extend the term of the Agreement for up to **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 6,888 public parking stalls in four surface lots: Premier, Hourly, Daily and Economy, and approximately 1,405 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, T1 Management Lot, 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 *	798
2	Hourly Parking Lot*	598
3	Daily Parking Lot*	3,557
4	Economy Parking Lot	1,935
Subtotal: Active Lots		6,888
5	Former Economy Parking Lot (Inactive) *	1,463
Total Public Parking Lot Spaces		8,351
EMPLOYEE PERMIT PARKING LOT FACILITIES		
6	Oakland Maintenance Center (OMC)	759
7	T1 Management Lot*	185
8	Neil Armstrong (NAL)	646
Total Employee Permit Parking Lot Spaces		1,590
* Parking lot location and capacity provide for reference only; Parking Operations Management is not included in the Scope of Services of this RFP.		

The contractor will be provided at no charge with office, storage, and break room space at the Sheppard Glenn Office complex, located adjacent to Terminal 1. The Port will issue the Contractor a Temporary License Agreement for the temporary use of these facilities as described in Attachment 11, Section 12.1.

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 (CY) 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**.

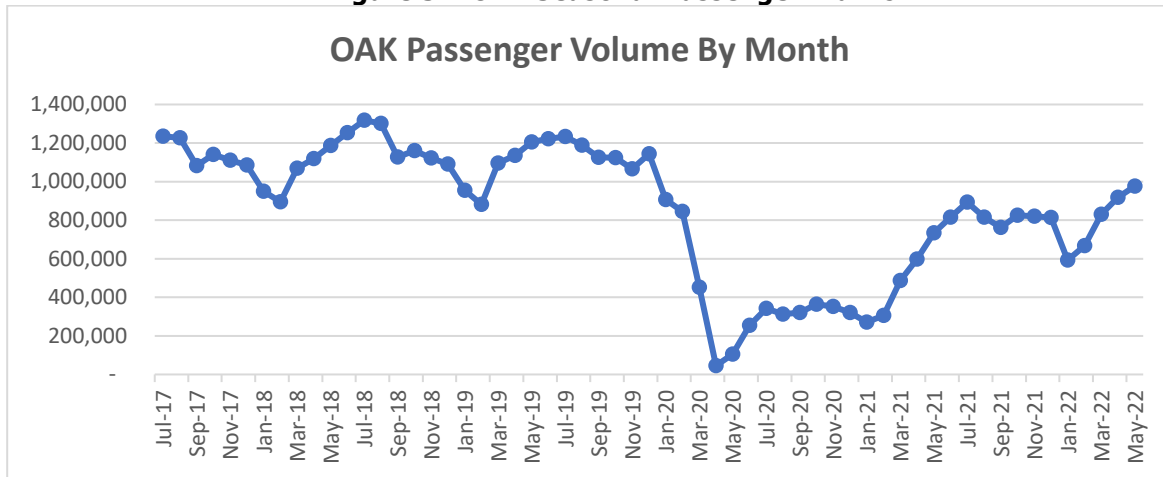
Figure 2 – Bay Area Airports



During CY 2021, OAK's 10 airlines accommodated 8.1 million passengers (over 3.5 million enplaned passengers) and \$28 million in gross parking revenue was generated. Southwest Airlines accounts for approximately 70% of passenger traffic and their customers account for at least that proportion of public parking volume. Nine other airlines accommodate the other 30%. Prior to the COVID-19 Pandemic, the Airport sustained passenger traffic growth. Since the summer of 2021 OAK has experienced a strong recovery in passenger volume (enplanements/deplanements), translating to passenger volume that is approximately 80% of Pre-Pandemic passenger volume.

As shown in **Figure 3**, with the exception of the COVID-19 Pandemic and associated decline in passenger traffic in 2020-2021, the Airport has a relatively 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. Approximately 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.

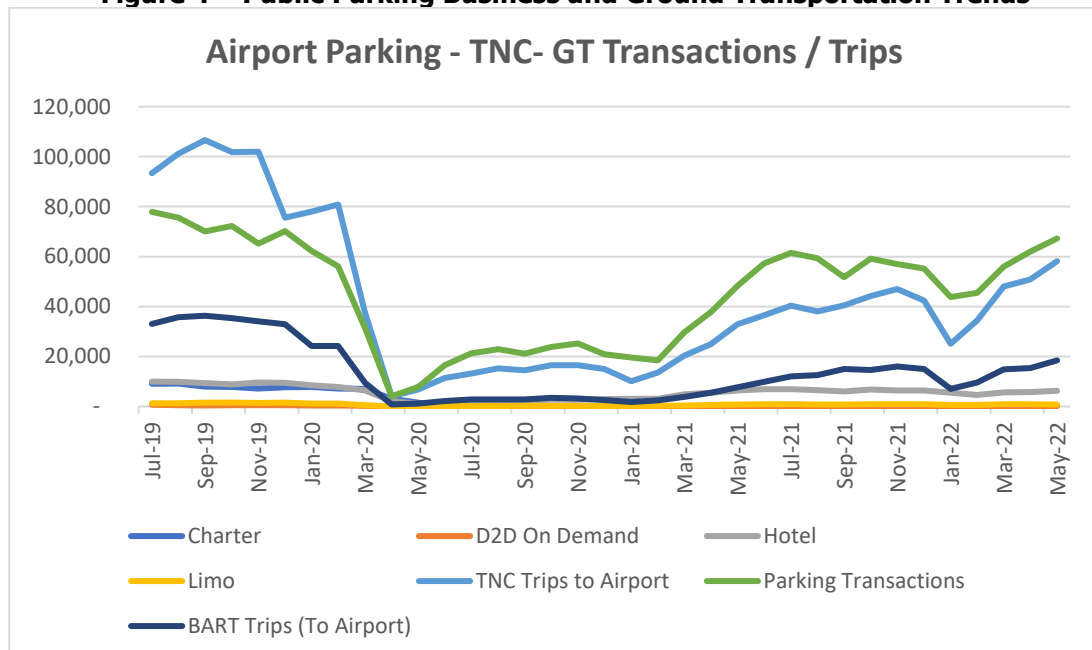
F. Terminal Facilities

The Airport has 29 operational boarding gates in two terminals. 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.

G. Public Parking and Ground Transportation Trends

As shown in **Figure 4**, parking transaction volume along with TNC and other GT modes decreased significantly in 2020. As passenger traffic returned to OAK, parking volume compared to TNC and other GT modes recovered quickly.

Figure 4 – Public Parking Business and Ground Transportation Trends



While TNC activity peaked in 2019, with activity levels falling along with all GT Modes during the COVID 19 pandemic, TNC activity has returned to approximately 60% of Pre-pandemic levels, approximately 50,000 pick-ups on a monthly basis. TNCs constitute the largest source of Airport ground access revenue

after public parking. As shown in **Figure 4**, TNC's remain a popular mode of Ground Transportation at OAK and will continue to affect terminal curbside operations and resources.

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.

Figures 5 & 6 display the number of trips completed per month by route and passenger ridership volumes from/to the Airport Terminal Buildings and the parking lots, respectively. Following a significant reduction due to the COVID-19 Pandemic, trips and passenger ridership volumes have rebounded to near Pre-Pandemic levels.

Figure 5 – Monthly Trips By Route

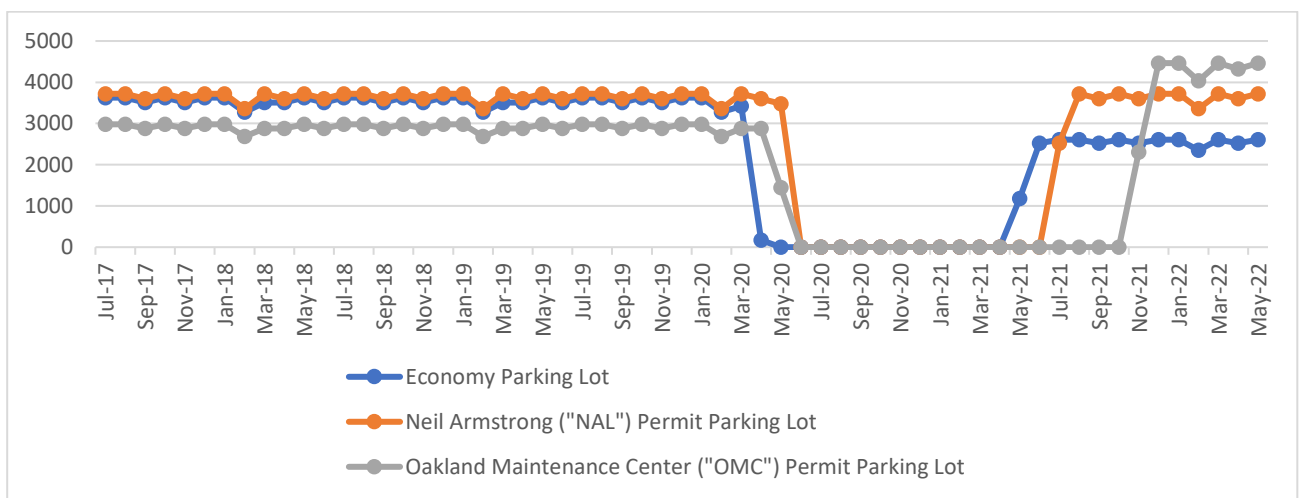
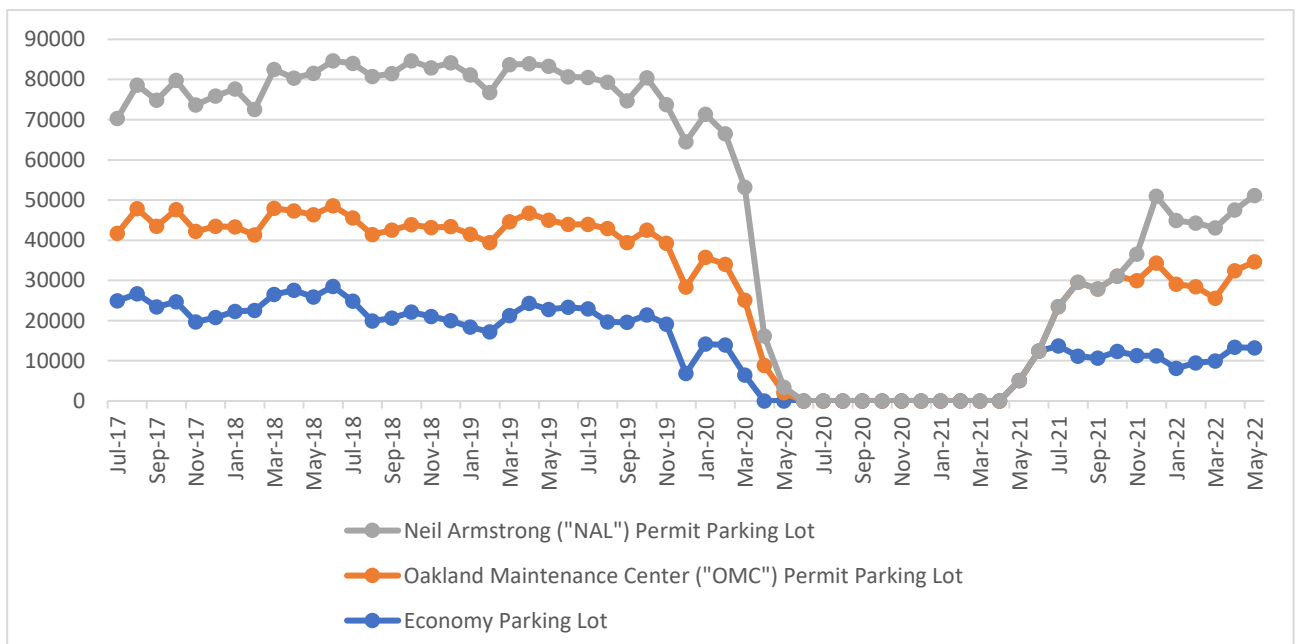


Figure 6 – Monthly Passenger Volumes by Route



I. Operating Agreement for Shuttle Bus Services and Ground Transportation & Curbside Management Services At Oakland International Airport

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., 1. of this RFP**.

Under this Agreement, the Port pays reimbursable expenses, plus a Fixed Management Fee. Reimbursable expenses are described in RFP **Attachment 11-** including **Exhibit D**. The Fixed Management Fee is detailed in **Attachment 11-**including **Section 4**, and includes proposed Profit & Overhead and Insurance Premiums for insurance as required in **Attachment 11-**including **Exhibit M**, excluding Workers' Compensation which is separately reimbursed pursuant to Section 5.2 in Attachment 11. The adopted FY 2022-23 operating budget is shown in **Attachment 11 Exhibit B**.

Proposers may identify changes in the Agreement by submitting proposed 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 fortyfive (45) days after receiving a notice of award, or Proposer will forfeit its Proposal Surety.

J. 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, Acknowledgement and Signature Form** and all other required forms/written documents as indicated in the **RFP "List of Attachments"**.

The Port will neither consider, nor evaluate proposals submitted by proposers who do not meet the minimum qualification criteria described below:

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.J.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 Shuttle Bus services, Ground Transportation, and Curbside Management Service responsibilities pursuant to the Agreement. The Proposer must provide audited financial statements for the most recent fiscal year financials. 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 Q** 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:

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

The Services described in this RFP are subject to the requirements of the U.S. Department of Transportation's regulation 49 Code of Federal Regulations (CFR) Part 23 (the "ACDBE" Rules). The successful 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 last approved goal was **20.26%** for federal fiscal years 2018-2020 and the proposed goal for federal fiscal year 2021-2023 is 12.22% (pending approval), 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 ACDBE's, including but not limited to local ACDBE's, in this contract. Race/gender neutral steps include: unbundling large contracts, subcontract work the Proposer may self-perform, providing capital and bonding assistance, 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 **Attachments 5-A and 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

<https://californiaucp.dbesystems.com>

2. Insurance Requirements:

All Respondents who plan on submitting a proposal in response to this RFP must meet the Port's Insurance requirements listed in **Attachment 11-including 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.

3. Security Sensitive Information:

By submitting a proposal, Respondent acknowledges that in the course of performing services under the Agreement, the selected Consultant/Contractor will come into possession of sensitive information subject to Port of Oakland regulation. The selected Consultant/Contractor will be required to comply strictly with the Port of Oakland's policies and practices for sensitive information.

4. Living Wage Policy:

On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland, and San Jose area. The current Living Wage rate as of July 1, 2022 is at least \$16.14 with credit given to the employer for the provision to covered employees of health benefits, and \$18.53 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, For more information, please call Kamal Hubbard in the Port of Oakland's Social Responsibility Division at (510) 627-1162

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

5. Operating Agreement for Shuttle Bus Services and Ground Transportation & Curbside Management Services:

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

6. 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.

7. Labor Peace Rule for Certain Operational Services:

Respondent must comply with the Labor Peace Rule for Certain Operational Services (Labor Peace Rule) set forth in Port Ordinance 4587 (**Attachment 12**), as such ordinance may be amended or superseded. The Labor Peace Rule requires, among other things, the successful Respondent to enter into a Labor Peace Agreement within thirty(30) days of a request by any Labor Organization. In summary, a Labor Peace Agreement is a written agreement with a Labor Organization, its members, and any employees represented by the Labor Organization from engaging in Labor Disruptions relating to the services provided to the Port under the agreement for Services. Respondent must review the Labor Peace Rule and complete and submit the Statement of Adherence to Labor Peace Rule (**Attachment 13**) with the proposal.

To ensure the timely execution of all required Labor Peace Agreements, the apparent successful Respondent must obtain and provide to the Port all required Labor Peace Agreement(s) **within twenty-one (21) days of publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued)**, or else the Port may select another respondent to perform the Services.

IV. Submission Requirements

The Port has scheduled a **Non-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).

Submittal Format:

Responses may not be longer than 20 pages (one sided or 10 pages double sided), printed on 8 ½" x 11" paper and formatted in no smaller than 10 point font. Each section shall be labeled according to the sections below. Once printed by the Port, 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 section II. J of 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 Operating Agreement for Shuttle Bus Services, and 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.

Financial Statements: Each Proposer shall submit audited financial statements for the most recent fiscal year as required by the Minimum Qualifications Requirements referenced in Part II, Section J. 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 fiscal year financials will not count against their total page count.

2. Knowledge and Experience

Provide relevant information about your company's knowledge and experience in the Shuttle Bus Services, Ground Transportation, and Curbside Management Services, 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 qualifications and experience. Key personnel shall include at least the following individuals (or equivalent): (1) company's regional or area manager (2) on-site general manager (3) on-site assistant general manager. If any of these individuals (or equivalent) are not known at the time of submission, please state so and the plan for providing the required resources if awarded the project. In addition, include key corporate contacts throughout the contract period, contract transition staff and other onsite operations staff proposed to fulfil the services of the contract.

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. Please use this section to describe the services you propose to provide to the Port 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? The Port is particularly interested in insight into a systematic and data driven approach that leads to increased operational efficiency, transparency, and cost reduction to ensure the utmost customer service experience, safety and optimal performance in all operations. 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 Shuttle Bus services, Ground Transportation services & Curbside Management service levels, Taxicab trip fee collection; 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) Operations Manual: Proposers should review **Exhibit I** to the Agreement, which is attached as **Attachment 11** to this RFP and describe the approach Proposer will follow to a.) develop and implement an operations manual and procedures, b.) steps to update and maintain existing written operations manual and plans, and c.) explain how training and other management approaches will ensure staff are following the established operations manual and procedures, d.) Proposer should highlight any significant changes that it made at other Airports (or would propose to make at OAK) based on its relevant experience and best practices. At a minimum, the Operations Manual should address:
 - i. Operational overview;
 - ii. Operational policies and procedures;
 - iii. Organizational chart;
 - iv. Staffing chart;
 - v. Position descriptions;
 - vi. Personnel training and policies;
 - vii. Two-way radio operations and communication etiquette;
 - viii. Administrative reports;
 - ix. Procedures for Taxi voucher collection control, accounting, and auditing
 - x. Financial, auditing and accounting procedures (when applicable);
 - xi. Procedures for handling property damage claims for the Port
 - xii. Home office support information;
 - xiii. Facility location;
 - xiv. Customer service standards
 - xv. Emergency response procedures; and
 - xvi. Other operating policies and procedures.
- 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.

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

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 "List of 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. (Sections 6, and 8 of the Submission Requirements section.)	Pass/Fail
	<u>Minimum Qualifications Requirements</u> As described in Part II, Section J 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. (Sections 1, 3, 7, and 8 of the Submission Requirements section.)	10%
2	<u>Knowledge and Experience</u> Respondent's knowledge and experience in providing Shuttle Bus Services, Ground Transportation & Curbside Management as evidenced from your response to section 2 of the Submission Requirements section.	25%
3	<u>Plan and Approach, Scope of Services and Recommendations and Transition Plan</u> As evidenced from your response to section 4 of the Submission Requirements section.	30%
4	<u>Proposed Costs</u> As evidenced from your response to section 5 for the Submission Requirements section, and as provided on the Proposal Worksheet. Fee Proposal includes premiums on required insurance coverage including Healthcare, Workers' Compensation factor, and proposed management fee for the Shuttle Bus Services, and Ground Transportation & Curbside Management contract.	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 "confidential" and proprietary, submission of an RFP constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive, royalty-free license to the Port for copyright, patent, or other intellectual property right (collectively referred to as "intellectual property"), and (b) agreement that the Port may use any such intellectual property without charge for any lawful purpose in connection with other Port development projects, including without limitation the creation of derivative works and issuance of sublicenses.

C. Deadline for Receipt of Proposal

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

D. Public Records Act

Under the California 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 the identity of the apparent successful proposer or issues a Notice of Intent to Award, if such notice is issued.

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

as not claiming that any portion of its proposal contains trade secrets or proprietary financial information.

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

E. Indemnification

If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in **Attachment 11, Section 18**.

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

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. Compliance with Law

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

J. Respondent's Relationship

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

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 successful Respondent, as provided in Section 24 of the Agreement, immediately upon notice upon the happening of an Event of Default (as defined in the Agreement). In addition, the Port may terminate the Agreement without cause during any extension term upon giving thirty days' prior written notice to the successful Respondent.

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 Daria Edgerly, Secretary of the Board, and received by the Port no later than 5:00 p.m. by the third (3rd) business day following

publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued).

2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

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



Non-Collusion Declaration

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and 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 _____, 202__, at

_____, _____

Signature

Authority: Public Contract Code 7106

CCP 2015.5



PORT OF OAKLAND

Statement of Equal Employment Opportunity

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

RFP Acknowledgement and Signature Form

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and 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 Project Overview, Scope of Services and all of the documents for this project, proposes to enter into a contract with the Port of Oakland to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement:

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

Acknowledgement and Signature:

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

Respondent's Name and Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Cell Number: _____

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

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

**RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and 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 68% to Airport Shuttle Bus Services and 32% 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)	\$	\$	\$	\$	\$

- (a) Profit & Overhead may not exceed 10% of annual operating budget excluding Management Fee and Insurance Premiums (Exhibit D).

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

Proposed Workers Compensation Rate

Proposer commits to use the following rate to compute the Workers Compensation Premium. The Workers' Compensation rate set forth above shall apply throughout the Operating Term of this Agreement:

Shuttle-Curbside Management Services _____% of actual payroll expense

Proposed Healthcare Costs for Non-Represented Staff

Please enter your proposed monthly contributions net of employee 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: _____



PORT OF OAKLAND

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

Prime Concessionaire Submitting Report: _____ For Quarter Ending: _____

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

*The certified firm is issued a certificate by the California Unified Certification Program (CUCP). ACDBE status may be obtained by accessing the CUCP website: <https://caltrans.dbesystem.com/> 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 Kamal Hubbard at (510) 627-1162.



PORT OF OAKLAND

Quarterly Report Certificate Letter

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

(Print on Company Letterhead)

(Date)

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

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



PORT OF OAKLAND

Consultant/Subconsultant Participation Plan

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

***This Form Must Be Submitted with the Proposal or the Proposal May Be Deemed Non-Responsive and Rejected
List Prime Proposer, each Joint Venture (JV) Partner, if any, all Subconsultants, and all Suppliers.***

This form identifies all businesses that are participating on the contract. Form to be submitted by the prospective prime consultant/contractor or subconsultant/subcontractor, as appropriate, to the Airport Concessions Disadvantaged Business Enterprise Liaison Officer (ACDBELO) with its proposal, unless an extension of time is requested and granted in writing.

_____, (Name and Title of Authorized Prime Representative) declares as follows: That contingent upon award of _____, (Name of Contract) _____ (Name of Prime) will award subcontracts to or pursue orders with the following firms (if the firm is a joint venture, you must attach a copy of the joint venture agreement):

PRIME PROPOSER COMPANY INFORMATION	SMALL BUSINESS (YES OR NO)	LIST ALL SOCIOECONOMIC CERTIFICATIONS*	BID/PROPOSAL AMOUNT	DESCRIPTION OF WORK
NAME:	<input type="checkbox"/> YES <input type="checkbox"/> NO	_____	\$ _____	_____
ADDRESS:		_____		_____
CITY/STATE/ZIP:		_____		_____
CONTACT NAME:		_____		_____
TELEPHONE NO:		_____		_____
E-MAIL:		_____		_____

JV/SUBCONSULTANT/SUPPLIER INFORMATION	TYPE	SMALL BUSINESS (YES OR NO)	CHECK ALL SOCIOECONOMIC CERTIFICATIONS	DOLLAR AMOUNT & PERCENT OF WORK	DESCRIPTION OF WORK
NAME:	<input type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONSULTANT <input type="checkbox"/> SUB-TIER CONSULTANT TIER: _____ <input type="checkbox"/> SUPPLIER	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> DBE <input type="checkbox"/> PORT – SBE <input type="checkbox"/> PORT – VSBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Other: _____ _____	\$ _____ _____ %	_____ _____ _____ _____ <input type="checkbox"/> PRE-CONSTRUCTION SERVICES <input type="checkbox"/> CONSTRUCTION SERVICES
ADDRESS:					
CITY/STATE/ZIP:					
CONTACT NAME:					
TELEPHONE NO:					
E-MAIL:					

JV/SUBCONSULTANT/SUPPLIER INFORMATION	TYPE	SMALL BUSINESS (YES OR NO)	CHECK ALL SOCIOECONOMIC CERTIFICATIONS	DOLLAR AMOUNT & PERCENT OF WORK	DESCRIPTION OF WORK
NAME:	<input type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONSULTANT <input type="checkbox"/> SUB-TIER CONSULTANT TIER: _____ <input type="checkbox"/> SUPPLIER	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> DBE <input type="checkbox"/> PORT – SBE <input type="checkbox"/> PORT – VSBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Other: _____ _____	\$ _____ _____ %	_____ _____ _____ _____ <input type="checkbox"/> PRE-CONSTRUCTION SERVICES <input type="checkbox"/> CONSTRUCTION SERVICES
ADDRESS:					
CITY/STATE/ZIP:					
CONTACT NAME:					
TELEPHONE NO:					
E-MAIL:					

JV/SUBCONSULTANT/SUPPLIER INFORMATION	TYPE	SMALL BUSINESS (YES OR NO)	CHECK ALL SOCIOECONOMIC CERTIFICATIONS	DOLLAR AMOUNT & PERCENT OF WORK	DESCRIPTION OF WORK
NAME:	<input type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONSULTANT <input type="checkbox"/> SUB-TIER CONSULTANT TIER: _____ <input type="checkbox"/> SUPPLIER	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> DBE <input type="checkbox"/> PORT – SBE <input type="checkbox"/> PORT – VSBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Other: _____ _____	\$ _____ _____%	_____ _____ _____ _____ <input type="checkbox"/> PRE-CONSTRUCTION SERVICES <input type="checkbox"/> CONSTRUCTION SERVICES
ADDRESS:					
CITY/STATE/ZIP:					
CONTACT NAME:					
TELEPHONE NO:					
E-MAIL:					

JV/SUBCONSULTANT/SUPPLIER INFORMATION	TYPE	SMALL BUSINESS (YES OR NO)	CHECK ALL SOCIOECONOMIC CERTIFICATIONS	DOLLAR AMOUNT & PERCENT OF WORK	DESCRIPTION OF WORK
NAME:	<input type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONSULTANT <input type="checkbox"/> SUB-TIER CONSULTANT TIER: _____ <input type="checkbox"/> SUPPLIER	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> DBE <input type="checkbox"/> PORT – SBE <input type="checkbox"/> PORT – VSBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Other: _____ _____	\$ _____ _____%	_____ _____ _____ _____ <input type="checkbox"/> PRE-CONSTRUCTION SERVICES <input type="checkbox"/> CONSTRUCTION SERVICES
ADDRESS:					
CITY/STATE/ZIP:					
CONTACT NAME:					
TELEPHONE NO:					
E-MAIL:					

JV/SUBCONSULTANT/SUPPLIER INFORMATION	TYPE	SMALL BUSINESS (YES OR NO)	CHECK ALL SOCIOECONOMIC CERTIFICATIONS	DOLLAR AMOUNT & PERCENT OF WORK	DESCRIPTION OF WORK
NAME:	<input type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONSULTANT <input type="checkbox"/> SUB-TIER CONSULTANT TIER: _____ <input type="checkbox"/> SUPPLIER	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> DBE <input type="checkbox"/> PORT – SBE <input type="checkbox"/> PORT – VSBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Other: _____ _____	\$ _____ _____%	_____
ADDRESS:					_____
CITY/STATE/ZIP:					_____
CONTACT NAME:					_____
TELEPHONE NO:					_____
E-MAIL:					<input type="checkbox"/> PRE-CONSTRUCTION SERVICES <input type="checkbox"/> CONSTRUCTION SERVICES

I certify under penalty of perjury that the information contained on this form is true and correct and that the firms listed will be utilized if this Contract is awarded to the above Prime Proposer. I agree to comply with any applicable provisions for additions and substitutions, and I further understand and agree that the Port of Oakland must be informed of all changes or substitutions.

Overall ACDBE Business Participation Level Proposed by Prime: _____%
--

SIGNATURE

DATE

**RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services**

Good Faith Efforts guidance is provided as a tool, not a measure of responsiveness. A promise to use small businesses after contract award does not constitute good faith efforts. For more information, contact KHubbard@PortOakland.com or (510) 627-1162.

Small business participation may occur at the prime level and meet the small business goal. Good faith efforts show that a prime took all necessary and reasonable steps to achieve a small business goal. The efforts are to reflect what one could reasonably expect in an effort to obtain sufficient small business participation, by their scope, intensity, and appropriateness.

The following is a list of types of actions considered good faith efforts to obtain small business participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive.

(1) Outreach

- a. Port of Oakland's Local/Small Database: <https://srd.portofoakland.com/index.aspx?>
- b. Alameda County: <https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>
- c. Alameda County Transportation Commission: <https://www.alamedactc.org/get-involved/contract-equity/>
- d. City of Oakland: <https://apps.oaklandca.gov/contractcompliance/Contractors.aspx>
- e. California Unified Certification Program: <https://californiaucp.dbesystem.com/>
- f. California Department of General Services: <https://caleprocure.ca.gov>
- g. United States Small Business Administration: https://web.sba.gov/pro-net/search/dsp_search-help.cfm?goto=Certs
- h. Solicit interest from small businesses as early in the process and follow up initial solicitations.
- i. Effectively use the services of available minority/women community organizations; minority/women consultants' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of diverse and small businesses.

(2) Break up scope

- a. Select portions of the work to be performed by diverse and small businesses in order to increase the likelihood that the small business goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (e.g., smaller tasks or quantities) to facilitate diverse and small business participation, even when the prime might otherwise prefer to perform these work items with its own forces.
- b. Provide interested diverse and small businesses adequate information about the plans, specifications, and requirements of the contract in a timely manner.

(3) Negotiation

- a. Evidence of such negotiation includes the names, addresses, and telephone numbers of diverse and small businesses that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for small businesses to perform the work.

- b. Thoroughly investigation of diverse and small businesses capabilities. Selection decisions are to include more than cost received, standing within the industry, membership in organizations or associations are not legitimate causes to reject.
- c. Using good business judgment, consider a number of factors including a firm's price, capabilities, as well as contract goals. Primes are not, however, required to accept higher quotes from small businesses if the price difference is excessive or unreasonable.



PORT OF OAKLAND

Interested Parties List

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

*Provide the following information for all firms proposing, bidding, or quoting on this contract at the time of proposal submittal. If any information is not included, specify reason why you could not obtain the information. Use additional sheets if necessary. [Reminder: the information below **must** be collected from every **sub** who submits a quote/bid/proposal to the prime and every **potential** sub who submitted a quote/bid/proposal to each prime, including unsuccessful ones.]*

Name/ Federal I.D. or State I.D. No.	Address	Phone / Email	DBE Certified?		Yrs. in Business	Annual Gross Receipts of Firm
			Yes	No		



PORT OF OAKLAND

**Airport Concession Disadvantaged
Business Enterprise Program Affidavit**

**RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside
Management Services**

I hereby certify that I _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), shall carry out applicable requirements of 49 Code of Federal Regulations (CFR) Part 23 in the award and administration of this contract and cooperate with the Port of Oakland in meeting its commitments and objectives with regard to ensuring nondiscrimination, and shall use best efforts to ensure that barriers to participation of Disadvantaged Businesses do not exist.

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

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

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

- 1) Pay all non-exempt employees the living wage rates (As of July 1, 2022, \$18.53 without health benefits or \$16.14 with health benefits). Port Ordinance No. 3666, as amended also requires that covered businesses provide employees at least twelve compensated days off per year, including holidays.
- 2) Pay at least \$2.39 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.



PORT OF OAKLAND

Employer Self-Evaluation for Port of Oakland Living Wage

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

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

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

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

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

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

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

Submit Completed Checklist To:

Kamal Hubbard

Port of Oakland

Social Responsibility Division

530 Water Street

Oakland, CA 94607

Phone: (510) 627-1162 Fax: (510) 451-1656

Email: khubbard@portoakland.com



PORT OF OAKLAND

Certificate of Compliance – Living Wage

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

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

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

Please check the appropriate box and sign below

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

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

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

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

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



PORT OF OAKLAND

Statement of Living Wage Requirements

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

Proposal Surety Acknowledgement Statement

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and 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



PORT OF OAKLAND

Letter of Credit

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

LETTER OF CREDIT

Irrevocable and Transferable _____, 2022
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 _____, **2022**, 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



PORT OF OAKLAND

Surety Bond Accompanying Proposal

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and 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, _____ 2022.

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



PORT OF OAKLAND

Insurance Acknowledgement Statement

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

I hereby certify that _____ (Legal Name of Respondent) agrees to meet all of the Port's Insurance requirements included in the Operating Agreement for Shuttle Bus Services, Ground Transportation & Curbside Management Services At Oakland International Airport 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



PORT OF OAKLAND

Attachment 11

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

(Attachment 11)

Operating Agreement for Shuttle Bus Services and Ground
Transportation and Curbside Management Services at Oakland
International Airport

OPERATING AGREEMENT

FOR

SHUTTLE BUS SERVICES

AND

GROUND TRANSPORTATION & CURBSIDE MANAGEMENT SERVICES

AT OAKLAND INTERNATIONAL AIRPORT

BETWEEN

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

AND

[_____]

DATED

February 1, 2023

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

THIS OPERATING AGREEMENT FOR SHUTTLE BUS AND GROUND TRANSPORTATION & CURBSIDE MANAGEMENT SERVICES (“Agreement”), dated as of the **1st day of February 2023**, is entered into by and between the CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners (hereinafter referred to as the “Port” or “Port of Oakland”), and _____, a [State or other jurisdiction] [entity type, i.e. corporation], as the operator (hereinafter referred to as the “Operator” or “_____”).

WITNESSETH:

WHEREAS, the Port has under its jurisdiction and control certain public parking lots and other 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 shuttle bus services (the “Airport Shuttle Services”) between the Parking Facilities and the passenger terminal buildings at the Airport (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 (the “Bus Bridge Services”); and

WHEREAS, the Port further desires to provide on-call Airside-COBUS Services between the Terminal Concourse Buildings, International Arrivals Building and/or remote aircraft hardstand positions, for the convenience of the air traveling public and others using the Airport (the “Airside-COBUS Services”, and together with the Airport Shuttle Services and the Bus Bridge Services, the “Shuttle Bus Services”); and

WHEREAS, the Port further desires to provide ground transportation and curbside management services (the “Curbside Services,” and together with the Shuttle Bus 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. 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 Landside Operations Office 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"). 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. Attachment 3 sets forth the list of shuttle buses to be used to provide the Services as of the date of this Agreement (as it may be amended from time to time, the "Shuttle Buses"). The Port may, from time to time, amend Attachment 3 to reflect changes to the Shuttle Bus Fleet.

2. TERM OF AGREEMENT

2.1. Term

The term of this Agreement shall be for an initial term of three (3) years commencing **February 1, 2023** (the "Commencement Date") and terminating on **January 31, 2026** ("**Initial Term**"), 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 Initial 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 Operator access to the Shuttle Bus fleet (as described in Attachment 3), 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 certificate(s) 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 Operator and of 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.

Operator will transition the Services in a non-interruptive, seamless and efficient manner. To this end, Operator will undertake a thorough review of existing operations and facilities, and applicable Airport plans, policies and procedures. Coupling such information with Operators Airport-specific Management and Operating Plan, Customer Service Plan, Training Plans, etc., Operator will assemble and continually refine and update the Transition Plan.

3. SCOPE OF WORK; OPERATOR OBLIGATIONS

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 all of the following duties to be performed in the following manner:

3.1. General

The Shuttle Bus Services are described in **Section 3.2 below** and **Exhibit A-I**, and the Ground Transportation & Curbside Management Services are described in **Section 3.3 below** and **Exhibit A-II**.

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 (as defined in Section 26 below). 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 in the South Field (as it may be amended from time to time, "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 (including a virtual Hold Lot) 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 CURBSIDE MANAGEMENT SERVICE REQUIREMENTS.

3.4. Shuttle Bus Fleet Maintenance

Operator shall provide Shuttle Bus Fleet Maintenance, as more particularly described in Exhibit A-I.

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 other resources to any other shuttle bus service, curbside management service, or other business. 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 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 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 the budget established pursuant to this Agreement (the “Budget”). The OPERATING BUDGET FOR THE SERVICES, for the Port’s Fiscal Year 2022-23 is attached hereto as **Exhibit B** and made a part of the Agreement and incorporated herein by reference. 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**. Any reference to a “Budget” in this Agreement for the initial five months of the Operating Term shall refer to the applicable Budget attached to this Agreement, and for any subsequent year of the Operating Term shall refer to a subsequent Budget or Budgets so approved by Port. Annual operating budgets are prepared on a fiscal year basis, from July 1st to June 30th each year. Except for all of the following: (1) expenses approved by the Port for those expenses relating to additional services or for timing variations; (2) modifications to the Budget for the Port’s Fiscal Year 2022-23 to reflect the Management Fee, Section 5.1 and Section 5.2, pursuant to this Agreement; and (3) 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 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 (excluding 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 Operator’s senior staff includes the following positions: General Manager, Assistant General Manager and Accounting Manager (collectively, “Senior Management”). Operator’s proposed profit component of this fee, and the “Other Overhead” portion that excludes Senior Management compensation, is allocated 68% for the Shuttle Bus Services and 32% for the Curbside 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 & Corporate Overhead:	\$	
Insurance Premiums	\$	
Subtotal:	\$	
Overhead: Senior Staff Compensation	\$	General Manager
(excludes healthcare, and other fringe benefits)	\$	Assistant General Manager
	\$	Accounting Manager
Subtotal	\$	
Total Fixed Fee – Contract Year¹ 1:	\$	

4.2. Insurance Premiums

The insurance premiums to be 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. These premiums shall be inclusive of all Services.

Contract Year	Annual Amount
1	\$
2	\$
3	\$
4 (if option exercised)	\$
5 (if option exercised)	\$

4.3. Payment of Management Fee

The fixed Management Fee will be invoiced by Operator and subsequently paid by the Port in twelve equal monthly installments in each Contract 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

¹ As used in this Agreement, the term “Contract Year” refers to a twelve (12) month consecutive period of time, with Contract Year 1 beginning on the Effective Date of this Agreement.

Fixed Management Fee. The invoiced, payable Management Fee shall be adjusted by Operator to reflect reduced expense due to vacant management positions for which salary 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 shall be reimbursed 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. In addition to the fixed Management Fees, Operator shall be reimbursed by the Port for the following specific amounts:

5.1. Healthcare Premiums

Operator shall be reimbursed for healthcare premiums for its staff performing Services under this Agreement ("OAK Staff") who are not represented by a labor union, at the following rates in each Contract Year. Reimbursed premiums shall be net of employee contributions. Rates in below table are 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 OAK 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 OAK Staff represented by a labor union 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

Operator shall be reimbursed for Workers' Compensation insurance premiums for all OAK Staff at a rate of ____% 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 (i.e. straight time wage rate will be applied to overtime hours for purposes of this calculation). The Workers' Compensation rate set forth above shall apply throughout the Operating Term of this Agreement.

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 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. 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 Operator and the Port, and so long as the proposed expense item is not expressly prohibited for reimbursement in this Agreement, 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, if any, that apply to represented OAK Staff shall be effective starting with the first pay period beginning in the month of July of each year.

5.5. Overbilling and Overpayment

If in any given month, Operator submits a report, invoice or bill that overstates the actual expense to 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 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 plus 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 5.3b 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 ("Trip Fees") are established by ordinance adopted by the Board of Port Commissioners.

Taxicab operators operating at the Airport (“Taxi Operator(s)”) are currently required to pay Trip Fees through fee vouchers (“Vouchers”). Vouchers are collected by Operator’s GTR from each Taxi Operator accessing the Airport curb to pick up passengers (“Voucher Collection”). Operator shall ensure Voucher Collection is completed and returned to the Port along with Activity Reports as described in Section 7.5 below (“Voucher Collection Procedures”). Vouchers may be in the form of physical paper Vouchers or electronic Vouchers, as directed by the Director or the Designee. These current Voucher Collection Procedures are subject to change as directed by the Director or the Designee.

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

6.2. Voucher Reconciliation

Operator shall ensure the daily reconciliation of Taxi trip volumes, including the balancing and reconciliation of the volumes of:

- a. Vehicles arriving at the taxi stand at the terminal curb at Terminal 1; and
- b. Vouchers collected.

The resulting volumes in items a and b should match (“Voucher Reconciliation”).

These current Voucher Reconciliation procedures as set forth in this Section 6.2 are subject to change as directed by the Director or the Designee.

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 this Agreement, including all applicable 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. 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. Operator shall maintain all such books and records in electronic form. 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’s Landside Operations Office at 1 Airport Drive,

Oakland, California, Operator shall, upon request of the Port, make such books and records available to the Port for inspection either electronically/virtually or 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. Operator shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter 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

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. 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**. Any revisions to the Audit Manual shall be subject to review and approval by the Director or the Designee. **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, maintain, and submit in electronic format (and paper format if requested by the Port) reports as specified in **Exhibits A-I, A-II and 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/Electronic Records

Operator shall use and provide, at its expense, Microsoft Office applications to maintain all records of the Services, including Collection of Vouchers (as described in Section 6 above) 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. Waivers and Disputes

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 Operator disputes a particular 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 imposition of an 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. 4579 or the comparable provisions of any successor thereto, as it may be amended or restated from time to time ("Airport Rules and Regulations")), 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 and imposed upon Operator 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

9.1. Adjustment to Budget and Management Fee During Operating Term

a. The profit and overhead components of the Management Fee (excluding insurance premiums) for each Contract Year during the Operating Term will be adjusted either by a percentage equal to the change in the Consumer Price Index for the San Francisco Bay Area from the previous year, ending December 31st. or 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.

b. Should any Senior Management position, for which the salary 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, and there will be corresponding reductions in fringe benefits, and related payroll taxes.

9.2. Change in the Consumer Price Index

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.

9.3. 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. Upon any such additions and/or reductions in any area of the Services, required staffing for the Services, or relocation of any area at which the Services are to be provided, the term "Services" shall be construed to incorporate such respective additions, reductions or relocated areas. 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.

However, if the adjustment in Services shall result in an increase or decrease 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 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 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 Reimbursable Expenses shall reasonably approximate the pro-rata adjustment in the Services. Adjustments to the Management Fee shall reasonably compensate Operator for the adjustment in the Services provided by Operator but need not be made on a pro rata basis. In addition, if the Port exercises its right under this **Section 9.3** 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 and update 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. 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. 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; Quarterly Safety Audit

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. For all incidents other than incidents involving Shuttle Buses, which have separate and distinct reporting procedures as described in **Section 10.4 below**, 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 48 hours. Reports must be signed by an authorized Operator employee and all photographs included in reports must be clearly and accurately labeled. Failure to provide a written report within 48 hours shall result in the assessment of an Administrative Fee as specified in **Exhibit F**. In addition, Operator shall conduct quarterly safety audits of Shuttle Bus

Services and Curbside Services operations and provide a report of findings to the Port within thirty (30) days of completion of each audit.

10.4. Report of Incidents Involving Shuttle Buses

For any incident involving any of 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 and to the Operator's insurer for the relevant insurance policy/policies (Operator's auto liability policy for Shuttle Buses (other than AOA Buses) or Operator's general liability policy for AOA Buses, along with any other policies of insurance Operator may hold which could apply) 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.

Reports must be signed by an authorized Operator employee and all photographs included in reports must be clearly and accurately labeled. 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

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. Operator shall devise, revise, comply with, and maintain the Training Manual under the same terms and conditions as provided for in Section 10.2 above relating to 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 Operator employee, including but not limited to, 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, including while those allegations are under investigation. Operator shall remove from the Services, the Parking Facilities, and the Premises any employee who: (1) operates a Shuttle Bus or other vehicle recklessly or in a manner that endangers the safety of Airport patrons, including operating a vehicle while under the influence of alcohol or other prohibited substances; or (2) who otherwise no longer satisfy the requirements set forth in attached **Exhibit J** Operator will comply with any removal automatically or upon request by the Port to remove any such employee as soon as written notice is received from the Port, including a description of the incident(s) giving rise to the Port's request. 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 at the Operator's own election or 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 OAK Staff 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. 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. Operator shall devise, revise, comply with, and maintain the Public Relations Manual under the same terms and conditions as provided for in **Section 10.2 above**, relating to the Operations Manual. **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.

11.5. Labor Peace

a. Operator recognizes and agrees that: (i) the Parking Services must be performed efficiently and without interruption, and directly contribute to the Port's ability to generate revenue and remain competitive in the marketplace; (ii) the Port has a strong proprietary interest in preventing labor disruptions to the Parking Services to ensure the smooth and effective provision of such services to the Port, the Port's tenants and

customers, and the public; (iii) the Port can best protect its proprietary interest in preventing undue interruption of Parking Services that contribute directly to the Port's financial interests and market competitiveness by requiring its operators of Parking Services to comply with the terms of the Port's "Labor Peace Rule for Certain Operational Services," adopted pursuant to Port Ordinance No. 4587 ("Labor Peace Rule"); and, (iv) Operator has had an opportunity to review, ask clarifying questions regarding, and to understand the Labor Peace Rule.

b. As a material term, covenant and condition of this Agreement, Operator, on behalf of itself and on behalf of its successors, and assigns, agrees to comply with the Labor Peace Rule.

c. Within the meanings and definitions set forth in the Labor Peace Rule, Operator entered into one or more "Labor Peace Agreements" with all "Labor Organizations" which had requested a Labor Peace Agreement with Operator. Operator has provided the Port with a copy of such Labor Peace Agreement(s) which is incorporated herein.

d. Operator understands and agrees that it shall expressly require its successors and assigns to comply with the Labor Peace Rule and shall include language expressly requiring such compliance in any and all agreements with successors and assigns.

12. PREMISES

12.1. Premises

For the purpose of performing all duties and obligations required by the Agreement and for no other purpose, pursuant to a separate Temporary License Agreement or Space/Use Permit, the Port shall allow Operator, as a licensee, and at no charge to Operator, to use one or more operations spaces, as well as an a Shuttle Management Office space ("SMO") at the Airport (collectively, the "Premises"), each of a size and in a location to be determined by the Director or the Designee. 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, Operator to such other space or location at the Airport as determined by the Director or the Designee. The license to the Premises provided herein shall automatically cease upon the expiration or earlier termination of this Agreement.

12.2. Maintenance

Except as otherwise expressly provided in this **Section 12.22**, Operator shall provide all custodial services for 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 12.7 below**).

12.3. Safe and Sanitary Working Conditions

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 this **Section 12.2**, 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. 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 this Section 12.2, the Premises, following notice to Port by Operator of the existence of such hazardous or dangerous condition. In the event of an emergency, the Port may request Operator to make the necessary repairs to correct the hazardous or dangerous condition. The Port will reimburse Operator for such emergency repairs, except in the circumstances described in the next sentence. 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.

12.4. 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 landline telephone equipment on the Premises. The Port shall determine the number of lines and phones to be provided to the Premises. Subject to the limitations in **Section 34 below**, the Port shall provide all maintenance and repairs of such landline telephones to keep such telephones 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. Except as set forth in Exhibit D, Operator shall pay for all other telephone equipment and telephone service costs, which shall not be reimbursable by Port.

12.5. 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 and Regulations and policies; 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.

12.6. 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.

12.7. Office Equipment and Personal Property

The Port shall provide 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 costs of such maintenance or repair, as evidenced by original invoices marked paid by the vendor and such other documents as the Director or 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.

12.8. 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 13.6 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. 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.

12.9. 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 12.7** 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 (including both preventive and corrective maintenance), at its own expense and keep in good working condition, with no visible body damage, a minimum of

three (3) service vehicles approved by the Port, equipped with a two-way radio and a roof-mount light bar to be operated by Operator's employees. Said vehicles shall be, and at all times remain, the property of Operator and shall be used solely for the Services. Additionally, each of said vehicles shall possess all of the following: identical color schemes and markings; the company name in a minimum 4" type style and size; a company identification number; and an Airport-issued electrical identification device, so as to be readily identifiable as belonging to Operator. The only vehicle-related expense the Port will allow as a Reimbursable Expense under this Agreement is for limited fuel expenses, as described more fully in Section C of Exhibit D.

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 **Section 6** below and **Section 12 of Exhibit A-I**, the Port shall, or shall cause a third party selected by Port, to properly maintain such Shuttle Buses at the Port's expense. Operator shall ensure Shuttle Buses 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. Fueling and Charging

Operator shall fuel (or charge, as applicable) Shuttle Buses and service vehicles at fueling and charging stations and suppliers designated by the Director or the Designee, as set forth in more detail in Section 13 of **Exhibit A-I**.

13.5. 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 13.6 below**, the Port shall, or shall cause a third party selected by Port, to properly maintain such equipment at the Port's expense.

13.6. 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 resulting from:

(1) the negligence or willful misconduct of Operator, its officers, agents, employees, contractors, or invitees; or,

(2) the operation of any 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 (1.) or (2.) 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 13.6** 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 the Port's expense, or by Operator at the written direction of the Director or the Designee, with reimbursement to the Operator by the Port. All requests for expense reimbursement shall be submitted to the Port in accordance with Exhibit D.

13.7. 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 Landside Operations 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 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 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 and Regulations and policies, 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 **Section 14.2 below**) permit or allow to be committed, caused, maintained, or (except to the extent otherwise provided in **Section 14.2 below**) permitted (i) any Hazardous Material (as defined in **Section 14.2 below**) in, on or about the Premises, the Shuttle Buses, the Parking Facilities, the Station, or any part of the Airport; (ii) any public or private nuisance; or (iii) 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. Hazardous Materials Left by Patrons

Operator shall inspect the Shuttle Buses, bus shelters and the Hold Lot on a daily basis, and shall immediately report to Port, in the manner described in **Section 14.3 below**, the presence of any Hazardous Materials (as used in this Agreement, the term Hazardous Materials has the same meaning as it is defined in CA H&S Code § 25260(d)) onboard shuttle fleet vehicles. If Operator can establish to Port's reasonable satisfaction that Hazardous 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 Hazardous Materials, provided Operator has complied with its obligation to timely notify Port of the presence of Hazardous Materials. In the event Operator fails to immediately notify Port of the presence of Hazardous Materials on the Shuttle Buses 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 **Section 14.2** shall be applicable to Operator to the same extent as if the Hazardous Materials were present due to an Operator Release, including without limitation, Operator's obligations for reporting, Response Actions and remediation of Hazardous Materials, and indemnification of the Port.

14.3. Hazardous 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 Hazardous 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

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

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 solely 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 the 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

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

Operator, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race (including but not limited to hair, texture and protective hairstyles, color, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy), religion, gender (including gender identity and gender expression and sexual orientation), or national origin, age, ancestry, medical condition, genetic information, marital status, physical and mental disability, military and veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. 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

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. 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. 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. 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 ensure 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 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. 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.

(ii) 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.

(iii) 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 the Port shall have the right to consider but not be limited to seek judicial enforcement of said covenants.

(iv) 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 (including gender identity), actual or perceived sexual orientation, national origin, age, medical condition, genetic information, marital status, physical and mental 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 (including gender identity), actual or perceived sexual orientation, national origin, age, medical condition, genetic information, marital status, physical and mental 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. 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.

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. 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. 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.

Operator's breach of its obligations under subparagraphs a, b, or c above shall be a Default by Operator under **Section 25 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 during any Extension Term 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. 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 0 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. 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. 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

a) 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 12.2 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, including the Airport Rules and Regulations (as described and defined in Section 9)(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.a 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 workers' 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 of Oakland (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**).

b) Operator shall comply with all provisions in Exhibit W (**FAA AIP Grant-Required Provisions**).

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. 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 Jon Cimperman, Airport Landside Operations Manager, Port of Oakland, 1 Airport Drive, Box 45, 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:

With a copy to:

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

Operator also designates as its agent for service of process under California Code of Civil Procedure Section 416.10:

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. Operator shall acknowledge receipt of such procedures in writing.

Operator and 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** Error! Reference source not found..

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. 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, 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 CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

<p>PORT OF OAKLAND</p> <p>CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,</p> <p>By: _____</p> <p>DANNY WAN, Executive Director</p> <p>_____</p> <p>THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY.</p> <p>Approved as to form and legality:</p> <p>By: _____</p> <p>MARY C. RICHARDSON, Port Attorney (Or Assistant Port Attorney or Deputy Port Attorney signing on behalf of)</p> <p>Port Resolution:</p> <p>Board Approval Date:</p> <p>PA#: 202 -</p>	<p>OPERATOR</p> <p>_____</p> <p>a [State or other jurisdiction][business type, i.e. corporation],</p> <p>By:</p> <p>Name: Title: Email:</p> <p>_____</p> <p>ATTEST (only if California Corp.)</p> <p>By:</p> <p>Name: Title: Email:</p>
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ATTACHMENT 1

SHUTTLE SERVICE ROUTE DESCRIPTION

Table 1 below sets forth a description and detail of the Shuttle Bus service routes (“Shuttle Routes”) in effect as of the Effective Date of this Agreement and expected service standards for each route. The Shuttle Routes may be modified as agreed to by the Director or the Designee.

Table 1

Route	Shuttle Bus Used	Round Trip Distance	Headways	Daily Hours of Operations	Average Trips/Month
Neil Armstrong Lot (NAL)	32' Aero Elite Cut-Away	0.9 miles	10 minutes	24 hours	4320
Oakland Maintenance Center (OMC)	32' Aero Elite Cut-Away	1.6 miles	10 minutes	24 hours	4320
	40' Low Floor Axess				
Economy Parking Lot	32' Aero Elite Cut-Away	1.8 miles	10 minutes	5:00 a.m. to 2:00 a.m. (21 hours)	3150
	40' Low Floor Axess				
BART-OAK	40' Low Floor Axess	8 miles	12-15 minutes	5:00 a.m. – 12:00 a.m. M-SAT; 8:00 a.m. – 12 a.m. Sun/Holidays, But Only On-Demand	On-Demand
Airside-COBUS	45.3' COBUS 3000	On-Demand			

ATTACHMENT 2

AERIAL VIEW OF AIRPORT INCLUDING CURBSIDE/HOLD LOT

Image 1 below is an aerial view of the Airport, the approximate boundaries of which are depicted by a bold outline. Image 2 below is an aerial view of the Terminal Curbside, the vicinity of which is depicted by a bold outline. Image 3 below is an aerial view of the Hold Lot, as shaded, marked “Taxi Holding Lot” and depicted in Image 3.

Image 1



Image 2



Image 3



ATTACHMENT 3

LIST OF SHUTTLE BUS FLEET

Table 1 below sets forth description and detail of the Shuttle Bus fleet as of the Commencement Date of this Agreement. The Port may, from time to time, change the Shuttle Bus fleet, in which case the Port will update this Attachment 3. The Shuttle Buses listed in #15-17 are referred to in this Agreement as the “AOA Buses.”

Table 1

	Fleet Number	VIN #	License Plate #
	2009 ElDorado Low Floor Axess (40') ~ CNG Fuel		
1	2091	1N9APALG6AC084095	1330091
2	2092	1N9APALG1AC084098	1330092
3	2093	1N9APALG8AC084096	1330093
4	2094	1N9APALGXAC084097	1330094
5	2095	1N9APALG3AC084099	1330095
	2018 ElDorado Aero Elite (32') Class E Ford F550 ~ CNG Fuel		
6	2181	1FDAF5GY3HDA06905	1550181
7	2182	1FDAF5GY1HDA06904	1550180
8	2183	1FDAF5GY5HDA06906	1550173
9	2184	1FDAF5GY9HDA06908	1550179
10	2185	1FDAF5GY9HDA07606	1550177
11	2186	1FDAF5GY0HDA07607	1550178
12	2187	1FDAF5GY2HDA07608	1550176
13	2188	1FDAF5GY0HDA07610	1550175
14	2189	1FDAF5GY2HDA07611	1550174
	2018 COBUS 3000 ~ Diesel Fuel		
15	21810	VS96985410A173302	
16	21811	VS96985410A173321	
17	21812	VS96985410A177322	

LIST OF EXHIBITS

EXHIBIT A-I	SHUTTLE BUS SERVICE REQUIREMENTS
EXHIBIT A-II	CURBSIDE SERVICES REQUIREMENTS
EXHIBIT B - I	FY 2022-23 OPERATING BUDGET FOR SHUTTLE BUS MANAGEMENT SERVICES
EXHIBIT B - II	FY 2022-23 OPERATING BUDGET FOR GROUND TRANSPORTATION & CURBSIDE MANAGEMENT SERVICES
EXHIBIT C	MONTHLY MANAGEMENT REPORT
EXHIBIT D	BUDGET & REIMBURSEMENT PROCESS
EXHIBIT E	REPORTING RESPONSIBILITIES
EXHIBIT F	ADMINISTRATIVE FEES
EXHIBIT G	AUDIT AND AIRPORT REVIEWS
EXHIBIT H	[RESERVED]
EXHIBIT I	OPERATIONS MANUAL INFORMATION
EXHIBIT J	PERSONNEL
EXHIBIT K	TRAINING MANUAL INFORMATION
EXHIBIT L	PUBLIC RELATIONS PROCEDURES MANUAL INFORMATION
EXHIBIT M	INSURANCE REQUIREMENTS
EXHIBIT N	TIMECARD AND PAYROLL RECEIPT REQUIREMENTS; PAYROLL EXPENSE REIMBURSEMENT
EXHIBIT O	FORM OF PERFORMANCE BOND
EXHIBIT P	NON-DISCRIMINATION PLAN FOR EMPLOYMENT
EXHIBIT Q	GUARANTY
EXHIBIT R	LIST OF ACDBES TO BE USED BY OPERATOR AND QUARTERLY REPORTING
EXHIBIT S	SHUTTLE BUS FLEET ROUTINE MAINTENANCE
EXHIBIT T	EXAMPLE OF EMPLOYEE PAYROLL SUMMARY AND LABOR DISTRIBUTION REPORT
EXHIBIT U	AGREEMENT ADDENDUMS
EXHIBIT V	[RESERVED]
EXHIBIT W	FAA AIP GRANT-REQUIRED PROVISIONS

EXHIBIT A-I
SHUTTLE BUS SERVICES REQUIREMENTS

1. SCOPE OF WORK

As set forth in the Agreement, Operator shall perform Shuttle Bus Services. Operator's Shuttle Bus Services include (1) Airport Shuttle Bus Services between the Terminal Buildings, the Economy Parking Lot, and the Employee Parking Lots, respectively; (2) Bus Bridge Services between the Terminal Buildings and the Station; and (3) Airside-COBUS Services between the Terminal Concourse Buildings, International Arrivals Building and/or remote aircraft hardstand positions, and any other lots or areas designed by the Director or the Designee. Such Shuttle Bus Services shall be provided during the hours as specified in Section 6 below (and on Attachment 1 to the Agreement), seven days a week, 365 days per year, including holidays. 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 Landside Operations 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 Landside Operations 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 Landside Operations 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 Shuttle Bus Services to be operated free of charge to all Airport customers and employees and Operator agrees to operate such Services in such manner.

2. SERVICE GOALS

Operator shall ensure all of the following service goals are carried out and accomplished in the Shuttle Bus Services provided under this Agreement:

- (1) Provide and operate a high quality, safe, and secure shuttle bus system sensitive to the needs of all Airport customers,
- (2) Operate efficiently, effectively and economically within service performance standards as set forth in this Agreement, including Attachment 1, and

- (3) Communicate effectively with designated Port staff, customers, the general public and individuals who work at the Airport.

3. SERVICES AND USES

The Shuttle Bus Services as described in this Agreement, including this Exhibit A and uses described herein, shall be the only permitted Services and uses. All other services and uses are prohibited. 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 SERVICE OPERATIONS

Operator shall ensure all Shuttle Bus Services are performed according to Operating Manual designated from time to time by the Director or the Designee. Operator shall, at a minimum, perform the following functions related to these Services without limitation:

- (1) Operate the Shuttle Buses in accordance with a Shuttle Bus schedule approved by the Director or the Designee (see Attachment 1 (Shuttle Service Route Description));
- (2) Provide OAK Staff to perform the Shuttle Bus Services, including but not limited to Shuttle Bus drivers to operate the Shuttle Buses and assist the public, who are licensed, with required DOT and DMV endorsements, trained, professional and courteous;
- (3) Render such other related Shuttle Bus Services as may be requested by the Director or the Designee, including unscheduled Shuttle Bus Services, Bus Bridge Services and Airside-COBUS Services.

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

Operator shall provide the Shuttle Bus Services using fixed routes as determined by the Director or the Designee, as set forth in more detail below, and as described in Attachment 1 (Shuttle Service Route Description).

5.1 Airport Shuttle Services.

Operator shall provide Airport Shuttle Services between Airport Terminals, the Economy Parking Lot and two permit (employee) parking lots: (1) the Neil Armstrong Lot (“NAL”); and (2) the Oakland Maintenance Center (“OMC”) Lot:

- 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 1.8 miles.
- b. The NAL contains 646 parking stalls and is located off of Neil Armstrong Way. Round trip distance for this route is 0.9 miles.
- c. The OMC Lot contains 759 stalls and is located off of John Glenn Drive. Round trip distance for this route is approximately 1.6 miles. Alternatively, the Airport may relocate this permit parking area in the future 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 1.8 miles.

5.2 Bus Bridge Services.

Operator shall provide Bus Bridge Services, which include on-call service between the Airport Terminals and the BART Station. The round trip distance of this route is approximately 8 miles.

5.3 Airside-COBUS Services.

Operator shall provide Airside-COBUS Services, which include on-call service between the Terminal Concourse Buildings, International Arrivals Building and/or remote aircraft hardstand positions.

6. MINIMUM SERVICE HOURS AND HEADWAYS

Operator shall operate scheduled courtesy (fare-free) fixed-route Shuttle Bus Services in frequencies as determined by the Director or the Designee. At minimum, the Service shall be as set forth below in more detail below, and as described in Attachment 1 (Shuttle Service Route Description).

6.1 Economy (Public) Parking Lot

Operator shall operate Shuttle Bus Services between Terminals and the Economy Parking Lot from 5:00 a.m. to 2:00 a.m. 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). Shuttle 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

Operator shall operate two separate Shuttle Bus Service routes between the airline Terminals, the NAL lot and the OMC lot (minimum 2 Shuttle Buses per shift or in another frequency as directed by Port). Shuttle Buses shall operate on the OMC lot route every ten minutes, 24 hours a day, seven (7) days a week, including holidays. The NAL lot route operates every ten minutes, 24 hours a day, seven (7) days a week, including holidays. Changes in schedules and frequencies may be determined by the Director or the Designee on at least two (2) business days prior written notice to Operator). Shuttle Buses shall pick up and drop off passengers at designated passenger waiting areas or shelters within the respective lots and in front of the airline Terminals.

6.3 Bus Bridge Services

Operator shall 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 12:00 a.m., 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 Bus Bridge 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. Shuttle Buses shall not drop off and pick up passengers at any other locations or stops unless designated by the Director or the Designee.

6.4 Airside-COBUS Services

Operator shall provide Airside COBUS Services on an on-call basis, between the Terminal Concourse Buildings, International Arrivals Building and/or remote aircraft hardstand positions as determined and directed by the Director or the Designee. Operator agrees to provide this service in an orderly manner so as not to inconvenience passengers. Operator agrees to maintain a separate accounting of service hours for the Airside-COBUS Services.

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 Operator to provide the Services for 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, including, but not limited to circumstances such as when bus ridership fluctuation occurs or the Shuttle 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 Shuttle Bus service hours during the Operating Term.

8. SHUTTLE SERVICE VEHICLE FLEET DESCRIPTION

8.1 Shuttle Bus Fleet

The Port will provide a total of fourteen (14) ADA equipped Compressed Natural Gas (CNG), and three (3) diesel powered, heavy duty, transit-type buses necessary to perform the Services and such Shuttle Buses shall remain the property of the Port. The following is a summary of the vehicle fleet available at the start of the contract:

- a. Nine (9) Compressed Natural Gas (CNG) powered, cutaway buses (2018 El Dorado Aero Elite Class E Ford F550 – 32’) 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 Axxess – 40’). These are used on the routes serving the Economy Lot, the OMC Lot, and occasionally/as-needed on the BART Bus Bridge (“BART-OAK”) route. The Port anticipates that these will be replaced by five (5) new Electric powered buses, in approximately 2023.
- c. Three (3) Diesel powered heavy duty, transit-type buses (2018 COBUS 3000 – 45.3’). The COBUS 3000 Shuttle Buses are used exclusively for on-demand Airside-COBUS Services only between the Terminal Concourse Buildings, International Arrivals Building and/or remote aircraft hardstand positions.

See also, Attachment 3 (Shuttle Bus Fleet Description) to this Agreement.

The number, size, and/or type of Shuttle Buses may be increased and/or decreased at the Port’s discretion, as directed by the Director or the Designee, throughout the term of the Agreement. Upon the Port’s procurement of any additional Shuttle Buses, including electric vehicle bus procurement, which is anticipated to occur during the term of this Agreement, Operator shall incorporate these additional Shuttle Buses into the active Shuttle Bus Fleet.

8.2 Shuttle Bus Operation

Operator shall also follow the following procedures while performing the Shuttle Bus Services:

- a. Place signs on the outside front side of each Shuttle Bus showing the destination of such Shuttle Bus;
- b. Provide Shuttle Bus passengers with access to a web-based Passenger Feedback Management System that allows passengers to communicate their comments, concerns, complaints, and/or suggestions regarding their transportation experience in real time, via their cell phones, directly to Operator;

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. See Exhibit E (Reporting Responsibilities) for a list of Activity Reports.

10. ANCILLARY SERVICES

Operator shall perform ancillary, as-needed Shuttle Bus Services as requested by the Director or the Designee, or as otherwise required by circumstances occurring affecting Airport shuttle bus services. These ancillary services are broken down into two categories: (1) General Ancillary Services; and (2) Situational Ancillary Services, as set forth in more detail below.

Should Operator need to add one or more full-time OAK Staff to fulfill these additional Shuttle Services, a request must be submitted to the Director or the Designee for review and approval. In these cases, the Director or the Designee and Operator will develop the scope of work, timeline, and cost estimate for additional staffing.

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.

Any ancillary Shuttle Bus Services provided under this Section 10 shall in no way result in any additional Management Fees.

10.1. General Ancillary Services

Operator shall perform a variety of ancillary duties, including but not limited to the following as may be authorized or amended in writing from time to time by the Director or the Designee:

- (1) On-board passenger counts;
- (2) On-board passenger surveys;
- (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;

- (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;
- (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 Operator's staff to supervise the performance of this Agreement; and
- (6) The loan or use of supervisory personnel from Operator's corporate headquarters for Shuttle Bus related projects over and above those described herein.

10.2. Situational Ancillary Services

Operator's Situational Ancillary Shuttle Bus Services may include, but are not limited to, all of the following:

- (1) Assist with crowd control and provide Shuttle Bus Services in the event of a declared emergency;
- (2) Provide additional OAK Staff or extended hours to accommodate unscheduled late-night arrivals due to bad weather or other delays;

In the event that an emergency requires additional OAK Staff beyond Operator's current onsite staffing level, the Director or the Designee may request Operator, and Operator shall comply with said request, to shift its non-OAK Staff from other work sites to perform the additional Shuttle Bus Services.

11. ADMINISTRATIVE FEES

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

12. MAINTENANCE AND REPAIR

The Shuttle Buses are owned by the Port, and all maintenance and ordinary repair shall be performed by the Port, except for routine daily maintenance to be performed by Operator as described in **Exhibit S**. Operator shall transport to and ensure delivery of the Shuttle Buses to the Airport's Maintenance Facility, as further described in **Exhibit S**, for the following maintenance and/or repairs: (1) scheduled/routine maintenance at the times designated by the Director or the Designee; (2) unscheduled, as-needed maintenance; (3) any warranty or non-warranty repair; otherwise as requested by the Port. Operator shall immediately identify and report to the Port, 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.

The Port, shall provide maintenance for the Shuttle Buses as set forth in **Exhibit S**. The Director or the Designee shall provide Operator with an updated initial maintenance schedule upon the execution of this Agreement. However, during the term of the Agreement, 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.

13. FUELING AND CHARGING

Operator shall fuel (or charge, as applicable) Shuttle Buses and service vehicles at fueling and charging stations and suppliers designated by the Director or the Designee.

The Port will supply the fuel/charge to operate the buses for the Shuttle Service through an off-site fleet fueling/charging program. Operator shall be responsible for fueling/charging the Shuttle Buses and service vehicles at fueling/charging stations and suppliers designated by the Director or the Designee. Costs of fueling/charging 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 shall log each refueling/charging for each Shuttle Bus and service vehicle by noting (at a minimum) the Shuttle Bus or service vehicle number, the mileage, the date, the number of gallons (if re-fueling), and any other information needed for tracking purposes as requested by the Director or the Designee. The Port shall only reimburse the Operator for fueling/charging 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.

14. BUS WASHING AND CLEANING LOGS

Operator shall coordinate Shuttle Bus Fleet washing as well as major cleaning (inside and out) of the Shuttle Bus Fleet to include sweeping out each Shuttle Bus, wiping down seats and other surfaces, as well as removal of trash and debris.

Operator shall maintain 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. This cleaning log, including the data captured by it, is subject to approval by the Director or the Designee.

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 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 of Oakland, 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 Shuttle Buses 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 Operator, its agents or employees, or which are found by patrons and given to Operator, shall be turned over to the Airport Lost and Found Department as lost and found items. Operator, its agents and employees shall have no right to reclaim said articles. Lost and found articles while in possession of 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 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 Hazardous 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. 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). Operator shall also provide to the Director or the Designee a communication system/mechanism to stay in contact with Shuttle Bus dispatch and Shuttle Bus

Drivers. 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.

24. HANDHELD RADIO

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

25. DISPATCHING

Dispatching of Shuttle services will be provided by 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 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.

26. 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. 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.

27. 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.

28. 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. 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.

29. OPERATING FACILITY

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, Operator shall provide to the Director or the Designee with a Communications plan describing how Operator will coordinate with the vehicle operators on all scheduling, operations, and call center issues.

30. TECHNOLOGIES AND AMENITIES

Operator shall procure, implement, operate and maintain the technologies and amenities (or similar) as further described below, to both enhance customer service and provide critical information and tools to manage the Shuttle Bus Services.

30.1. Fleet Maintenance Software

Operator shall procure, implement, operate and maintain a fleet maintenance software product (Zonar or similar product) which shall provide the following three (3) critical functions to further aid operational efficiency as well as regulatory compliance:

- (1) Global Position System for real-time tracking of the Shuttle Bus movements,
- (2) Automated passenger counts, and
- (3) Automated Driver Vehicle Inspection Reports (DVIRs) for Pre-Trip and Post-Trip Inspections.

30.2. Vehicle Safety Program /Transportation Intelligence Platform

Operator shall procure, implement, operate and maintain a safety program and transportation intelligence platform (SmartDrive or similar product) to provide video clips, with audio, anytime a vehicle encounters a high-risk situation or is involved in an unusual motion. The main technological component is an in-vehicle camera mounted on the windshield that collects triggered events caused from outside drivers that puts the driver at risk or by unusual motion that originated from the driver driving erratically.

30.3. Passenger Feedback Management System

Operator shall procure, implement, operate and maintain a passenger feedback management system (BusBuzz Text Connect or similar product) that allows passengers to communicate their comments, concerns and complaints regarding their transportation experience in real time, via their cell phones, directly to Operator. This system shall include a function that affords management the opportunity to respond to feedback immediately. It shall also include automatic tracking and reporting as a function and enable both Operator and Port staff to be apprised of passenger feedback and Operator's responses.

31. MAINTENANCE AND VEHICLE PROCUREMENT EXPERTISE

On an as-needed basis and at the request of the Director or the Designee, Operator shall provide the Port with recommendations regarding all aspects of Shuttle Bus fleet maintenance and/or assist with technical vehicle specifications development, and procurement.

32. ADDITIONAL PROVISIONS

As described in Operator's proposal for Airport Shuttle Bus, Ground Transportation & Curbside Management Services, Operator shall provide, at no additional cost, the following service enhancements to the Port.

EXHIBIT A-II

CURBSIDE SERVICES REQUIREMENTS

1. SCOPE OF WORK

Operator shall manage and staff the Airport's Curbside Services, as set forth in more detail in this Agreement, including this Exhibit A-II. Operator shall manage designated Terminal pick-up locations ("Curbside Space") used by commercial ground transportation operators. Operator shall also facilitate transportation services for customers with special transportation needs (e.g., physically disabled, visually impaired and the elderly). Operator's Curbside Services are set forth in more detail below.

Operator's Curbside Services include all of the following:

- (1) Monitor and utilize, including the input and updating of data, the Port-provided Ground Transportation Management Systems (GTMS) Application;
- (2) Use technology (as further described in Section 30 below) as directed or approved by the Director or the Designee to ensure smooth operation of the Curbside Space and Hold Lot used by commercial ground transportation operators ("GT Operators"), either through data tracking, check-ins, or other processes;
- (3) Provide the general public, including passengers and/or visitors of the Airport ("Airport Customers" or "Customers") with accurate information regarding commercial ground transportation and assist them in obtaining ground transportation services;
- (4) Train and update OAK Staff regarding available commercial ground transportation services, including fares and schedules, customer service best practices, changing roadway conditions, and the Airport's Rules and Regulations;
- (5) Establish standard operating procedures for dispatching and coordinating trips, customer service and passenger assistance, and interaction with GT Operators;
- (6) Ensure compliance by OAK Staff with the Airport's Rules and Regulations, monitor and document GT Operator activity, answer questions regarding the Airport's ground transportation services, and provide Airport staff with daily observation reports;
- (7) Provide written reports as requested for various contract related functions; including but not limited to operations, safety, GT Operator compliance, and management of OAK Staff;
- (8) Provide immediate updates to Port staff for any activity disrupting ground transportation operations.
- (9) Provide monthly statistical reports for taxi trips and other reports on Curbside Services as requested by Port staff.

2. SERVICE GOALS

Operator shall ensure all of the following service goals are carried out and accomplished in the Curbside Services provided under this Agreement:

- (1) Provide a high quality, safe, and secure services sensitive to the needs of all Airport Customers; and
- (2) Operate and communicate efficiently, effectively and economically.
- (3) Monitor Ground Transportation operators to provide ground transportation services in a timely and efficient manner

3. FACILITIES

The current Hold Lot and designated Terminal pick-up locations are shown on **Attachment 2** to this Agreement. The facilities needed to perform the Curbside Services are provided by the Port and include one (1) booth located curbside at the Terminal for taxicabs and door-to-door shuttle operations, and one (1) booth located at the Terminal for transportation network company (“TNC”) operations (i.e. Uber, Lyft and/or similar transportation network providers). The Port will be responsible for the 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 remove or 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

4.1 General Curbside Operations.

Operator shall provide staffing for two (2) curbside positions to provide Curbside Services, which include ground transportation starter/dispatcher/curbside coordinator services. Operator shall ensure the following process is followed in carrying out these Curbside Services (collectively, “Curbside Procedures”): Taxicabs that are permitted to pick-up passengers at the Airport are first required to stage in the commercial vehicle Hold Lot. Taxicabs are dispatched to the curbside of the Terminal based on a first-come, first-serve basis, and on-demand door-to-door shuttles are dispatched on a rotation basis. Currently, taxicabs are dispatched from the Hold Lot to the curbside by way of a mobile dispatching system and there is currently not a staffed position at the Hold Lot to provide dispatching services. 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 first curb. Designated passenger loading areas for the TNCs are located on the third curb. OAK Staff managing Taxi curbside activities may operate out of the booth located on the curbside. The Port reserves the right, at the Port’s expense, to reallocate curb usage from time to time to Airport as determined by the Director or the Designee. The Curbside Procedures may be modified from time to time by the Director or the Designee.

4.2 Staff Positions.

Operator shall provide staff to perform the Curbside Services as defined herein during all hours of Airport operation for purposes of coordinating taxicab, door-to-door, and TNC services 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/Representative (“GTR”)—performs the functions as required on the curbside to manage and coordinate taxicab, shuttle, and TNC operations.
- b. GT Supervisor—Oversees the GT Starters and may serve in GT Starter role (floater) as required to supplement staff.
- c. GT Coordinator (future)—Responsible for overseeing the GT Supervisors and the GT Starters, and interacts directly with the Airport Landside/Ground Transportation Unit. The GT Coordinator position may be implemented in the future, as directed by the Director or the Designee

The current operation includes two (2) staffed full-time positions with an as-needed floater to relieve positions for breaks. The curbside management staff may operate out of the booth located on the curbside. Operator shall utilize an Operator-provided mobile dispatch system 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.

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 ensure all Services are provided 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 this Agreement.

6. HOURS OF OPERATION

Operator shall provide Curbside Services 24-hour period, seven (7) days per week, 365 days per year, or another schedule as approved by the Director or the Designee. 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 Agreement and documented in the Operations Manual, as approved by the Director or the Designee.

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

As set forth in Section 16 of the Agreement, an Operations Manual shall be developed by

Operator within thirty (30) days after the Commencement Date that incorporates the Port's existing practices and procedures. The Operations Manual will include specific procedures for all Curbside Services, including taxicab, door-to-door shuttle and TNC operations. Under direction of and subject to approval by the Director or the Designee, the existing procedures may be modified to improve the efficiency of the Curbside Services.

8. FACILITY IMPROVEMENTS

Operator shall evaluate, propose and implement ground transportation service-related improvements at the Airport, as requested by the Port. 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 Curbside operations at the Airport, on a reimbursable basis as described in **Exhibit D**.

9. AIRPORT RULES AND REGULATIONS

The Port has adopted and will 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. SERVICES

10.1 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 (at a minimum) the vehicle number, a QR code 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. 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 **Exhibit E**. 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.

10.2 Reservation Shuttles

Reservation shuttles currently load passengers on a designated location on the second 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. 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.

10.3 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 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.

11. ANCILLARY SERVICES

Operator shall perform additional, as-needed ancillary Curbside Services as requested by the Director or the Designee, or as otherwise required by circumstances occurring affecting Airport ground transportation services. These other Curbside Services may include, but are not limited to, all of the following:

- (1) Assist with crowd control and provide commercial ground transportation information and options in the event of a declared emergency;
- (2) Provide additional OAK Staff or extended hours to accommodate unscheduled late-night arrivals due to bad weather or other delays;
- (3) Provide curbside passenger assistance in locating commercial ground transportation services due to construction or other interruptions in normal service.

Should Operator need to add one or more full-time OAK Staff to fulfill these other Curbside Services, a request must be submitted to the Director or the Designee for review and approval. In these cases, the Director or the Designee and Operator will develop the scope of work, timeline, and cost estimate for additional staffing.

In the event that an emergency requires additional Services Personnel beyond Operator's current onsite staffing level, the Director or the Designee may request Operator, and Operator shall comply with said request, to shift its non-Services Personnel from other work sites to perform the other Curbside Services.

12. 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.

13. 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.

14. SOLICITATION PROHIBITED

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

15. 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.

16. 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.

17. CURBSIDE MANAGEMENT ACTIVITY REPORTS

17.1 Daily Reports

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

17.2 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.

18. OPERATING AREA

The Port grants to Operator the temporary right to use that certain property hereinafter referred to as "Operating Area", as shown on Attachment 2. Said exhibits depict the curbside queuing areas for shuttles and taxicabs at the terminal curbsides ("curbsides"), a Hold Lot, and curbside booths for use by 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 Operations Manager.

19. NATURE OF OPERATING AGREEMENT

The Port is granting to 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, and Airport Director at the time approval is granted.

20. 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.

21. TECHNOLOGIES AND AMENITIES

Operator shall be required to either (1) utilize existing Port-provided technologies; or (2) procure, implement, operate, manage and maintain additional technology products (i.e. software(s)/systems) as tools for the Curbside Services. These technologies include, but are not limited to, an automated dispatch system for the taxicabs and on-demand shared ride door to door shuttles to enhance summoning and dispatch, as well as a dispatching system, as more fully described below.

21.1. Ground Transportation Management System (GTMS) Administration

Operator shall utilize and provide administrative support through the Port-provided GTMS application. Operator shall ensure that all staff has been properly trained to conduct the duties listed below on GTMS. Operator shall complete all of the following administrative operations:

- a. Inputting and maintaining company, vehicle, driver, and permit data in the database required for the operation of the GTMS;
- b. Issuing new and replacement GT Permits and AVI Tags;
- c. Tracking returned GT Permits and AVI Tags;
- d. Filing and maintenance of the vehicle permit inspection database.

21.2. Taxicab GTMS Administration

Operator shall also utilize and provide administrative support through the Port-provided GTMS application, specific to Taxicabs. Operator shall ensure that all staff has been properly trained to conduct the duties listed in this Section on GTMS. Operator shall utilize GTMS to accurately dispatch / capture Taxi trips. Specifically, each time a Taxicab Driver picks up a passenger at a Starter Location, the Taxicab Driver will present a Voucher in the amount of the trip fee to the Starter. The Port reserves the right to require the Taxicab Driver to pay per Trip Fees

by utilizing an alternative system to Vouchers, including, without limitation, an electronic debit card system or similar system through which fees are pre-paid and amounts are deducted and/or the creation and maintenance of an account and payment method with a designated online payment or system.

21.3. Taxicab Dispatch System

Operator shall procure, implement and utilize a taxicab dispatch system (e.g. Telegram Messenger Application or similar product), as approved by the Director or the Designee, to facilitate dispatch taxicabs from the Hold Lot to the Terminal curbside.

22. ADDITIONAL PROVISIONS

As described in Operator's proposal for Airport Shuttle Bus, Ground Transportation & Curbside Management Services, Operator shall provide the following service enhancements to the Port.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT B - I

FY 2022-23 OPERATING BUDGET FOR SHUTTLE BUS MANAGEMENT SERVICES

Part 1

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	FY22-23 Budget
Personnel													
Shift Supervisors	29,349	18,199	19,224	18,199	18,199	28,323	21,275	18,199	19,224	18,199	18,199	29,349	255,936
Shuttle Drivers	162,667	99,831	106,291	99,831	99,831	156,207	119,212	99,831	106,291	99,831	99,831	162,667	1,412,325
Admin Assistant	5,750	3,659	3,790	3,659	3,659	5,619	4,052	3,659	3,790	3,659	3,659	5,750	50,704
Payroll Taxes	15,697	9,540	10,179	9,540	9,540	15,058	16,100	10,773	10,179	9,540	9,540	15,697	141,380
Worker's Compensation	18,580	11,405	12,141	11,405	11,405	17,843	13,614	12,209	12,997	12,209	12,209	19,889	165,903
Overtime	10,282	5,871	6,609	5,871	5,871	9,544	8,085	5,871	6,609	5,871	5,871	10,282	86,636
Union Health Insurance	16,000	16,000	16,000	16,000	16,480	16,480	16,480	16,480	16,480	16,480	16,480	16,480	195,840
Non-Union Health Insurance	2,856	2,856	2,856	2,856	2,856	2,856	2,856	2,942	2,942	2,942	2,942	2,942	34,700
Pension Plan	8,396	5,153	5,486	5,153	5,153	8,063	7,198	6,025	6,416	6,025	6,025	9,819	78,912
Managers Payroll Taxes	2,441	2,441	2,441	2,441	2,441	2,441	2,857	2,531	2,504	2,504	2,504	2,504	30,054
Managers Benefits	1,734	1,734	1,734	1,734	1,734	1,734	1,734	1,786	1,786	1,786	1,786	1,786	21,068
Total Personnel Expenses	273,753	176,688	186,752	176,688	177,168	264,169	213,462	180,305	189,218	179,045	179,045	277,166	2,473,458
Non-Personnel													
Communications	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Office Supplies	650	650	650	650	650	650	650	650	650	650	650	650	7,800
Printing Costs	50	50	50	50	50	50	50	50	50	50	50	50	600
Vehicle towing fees	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Emergency equipment repairs	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Off-site storage facility	125	125	125	125	125	125	125	125	125	125	125	125	1,500
New Capital Equipment	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Service Vehicles	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Uniforms	600	600	600	600	600	600	600	600	600	600	600	600	7,200
DMV Pull Notice Fees	15	15	15	15	15	15	15	15	15	15	15	15	180
Background/DOT checks	550	550	550	550	550	550	550	550	550	550	550	550	6,600
Janitorial Expenses	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	54,000
Management Fees	40,504	40,504	40,504	40,504	40,504	40,504	40,504	41,719	41,719	41,719	41,719	41,719	492,123
Bus Washing/Cleaning	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Other	625	625	625	625	625	625	625	625	625	625	625	625	7,500
Total Non-Personnel Exp.	52,219	52,219	52,219	52,219	52,219	52,219	52,219	53,434	53,434	53,434	53,434	53,434	632,703
TOTAL EXPENSE	\$ 325,972	\$ 228,907	\$ 238,971	\$ 228,907	\$ 229,387	\$ 316,388	\$ 265,681	\$ 233,739	\$ 242,652	\$ 232,479	\$ 232,479	\$ 330,600	\$ 3,106,161

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

Part 2

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	FY22-23 Budget
Personnel													
AOA Road Supervisors	63	63	63	63	63	63	63	63	63	63	63	63	760
Shuttle Drivers	59	59	59	59	59	59	59	59	59	59	59	59	710
Admin Assistant	43	43	43	43	43	43	43	43	43	43	43	43	513
Payroll Taxes	13	13	13	13	13	13	13	13	13	13	13	13	152
Worker's Compensation	15	15	15	15	15	15	15	16	16	16	16	16	185
Pension Plan	6	6	6	6	6	6	7	7	7	7	7	7	72
Total Personnel Expenses	198	198	198	198	198	198	199	201	201	201	201	201	2,393
Non-Personnel													
AOA Liability Insurance	3,176	3,176	3,176	3,176	3,176	3,176	3,176	3,176	3,176	3,176	3,176	3,176	38,109
Bus Washing/Cleaning	60	60	60	60	60	60	60	60	60	60	60	60	720
Total Non-Personnel Exp.	3,236	3,236	3,236	3,236	3,236	3,236	3,236	3,236	3,236	3,236	3,236	3,236	38,829
TOTAL EXPENSE	\$ 3,434	\$ 3,434	\$ 3,434	\$ 3,434	\$ 3,434	\$ 3,434	\$ 3,435	\$ 3,436	\$ 3,436	\$ 3,436	\$ 3,436	\$ 3,436	\$ 41,222

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT B - II

FY 2022-23 OPERATING BUDGET FOR GROUND TRANSPORTATION & CURBSIDE MANAGEMENT SERVICES

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	FY22-23 Budget
Personnel													
Shift Supervisors	13,811	8,564	9,047	8,564	8,564	13,329	10,012	8,564	9,047	8,564	8,564	13,811	120,441
GT Representatives	37,491	22,607	24,397	22,607	22,607	35,701	27,978	22,607	24,397	22,607	22,607	37,491	323,097
Admin Assistant	2,706	1,722	1,783	1,722	1,722	2,644	1,907	1,722	1,783	1,722	1,722	2,706	23,861
Payroll Taxes	4,092	2,403	2,608	2,403	2,403	3,887	4,241	3,095	3,062	2,403	2,403	4,092	37,090
Worker's Compensation	4,996	3,020	3,253	3,020	3,020	4,763	3,719	3,233	3,482	3,233	3,233	5,348	44,316
Overtime	1,513	545	893	545	545	1,166	1,588	545	893	545	545	1,513	10,838
Union Health Insurance	5,850	5,850	5,850	5,850	6,026	6,026	6,026	6,026	6,026	6,026	6,026	6,026	71,604
Non-Union Health Insurance	1,344	1,344	1,344	1,344	1,344	1,344	1,344	1,384	1,384	1,384	1,384	1,384	16,330
Pension Plan	2,454	1,480	1,597	1,480	1,480	2,337	2,183	1,764	1,904	1,764	1,764	2,926	23,135
Managers Payroll Taxes	1,149	1,149	1,149	1,149	1,149	1,149	1,345	1,191	1,178	1,178	1,178	1,178	14,143
Managers Benefits	816	816	816	816	816	816	816	840	840	840	840	840	9,914
Total Personnel Expenses	76,222	49,500	52,737	49,500	49,675	73,161	61,157	50,972	53,997	50,267	50,267	77,315	694,769
Non-Personnel													
Communications	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Office Supplies	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Printing Costs	125	125	125	125	125	125	125	125	125	125	125	125	1,500
Emergency equipment repairs	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Off-site storage facility	125	125	125	125	125	125	125	125	125	125	125	125	1,500
New Capital Equipment	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Service Vehicles	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Uniforms	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Background/DOT checks	50	50	50	50	50	50	50	50	50	50	50	50	600
Janitorial Expenses	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
Management Fees	19,061	19,061	19,061	19,061	19,061	19,061	19,061	19,632	19,632	19,632	19,632	19,632	231,587
Other	625	625	625	625	625	625	625	625	625	625	625	625	7,500
Total Non-Personnel Exp.	23,736	23,736	23,736	23,736	23,736	23,736	23,736	24,307	24,307	24,307	24,307	24,307	287,687
TOTAL EXPENSE	\$ 99,958	73,236	76,473	73,236	73,411	96,897	84,893	75,279	78,304	74,574	74,574	101,622	\$ 982,456

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT C
MONTHLY MANAGEMENT REPORT

MONTHLY MANAGEMENT REPORT FOR PARKING SERVICES

For the Month Ending April 30th, 2022

MONTHLY						Gross Revenue / Transaction (Avg. Transaction Value)		
		April-22	April-21	Variance	% change	2022	2021	% change
GROSS REVENUE	Premier	\$ 551,729	\$ 246,840	\$ 304,889	123.5%	\$ 83.63	\$ 79.73	4.9%
	Hourly	221,809	141,437	80,371	56.8%	\$ 11.90	\$ 9.17	29.7%
	Daily	2,031,548	1,572,075	459,473	29.2%	\$ 78.54	\$ 81.70	-3.9%
	Economy	797,197	-	797,197	#DIV/0!	\$ 73.61	#DIV/0!	#DIV/0!
	Gross Revenue	3,602,282	1,960,352	1,641,930	83.8%	\$ 58.17	\$ 51.92	12.0%
	City of Oakland Tax	562,316	306,011	256,305	83.8%			
NET REVENUE		\$ 3,039,966	\$ 1,654,341	\$ 1,385,625	83.8%	\$ 49.09	\$ 43.82	12.0%
ENPLANED PASSENGERS		396,173	251,243	144,930	57.7%			
OPERATING EXPENSE BY LOT	Premier	\$ 35,608	\$ 32,374	\$ (3,235)	-10.0%			
	Hourly	132,722	120,665	(12,057)	-10.0%			
	Daily	97,114	88,292	(8,822)	-10.0%			
	Economy	58,268	52,975	(5,293)	-10.0%			
				-				
TOTAL EXPENSE		\$ 323,712	\$ 294,305	\$ (29,407)	-10.0%			

The Port's required template for displaying this data includes tables for (a) Month, (b) Fiscal Year to Date, and (c) Last 12 Months.

SHUTTLE BUS SERVICES & CURBSIDE SERVICES

EXHIBIT D

BUDGET & REIMBURSEMENT PROCESS

The operating Budgets (as defined in this Agreement and further described below) approved by the Port for the Shuttle Bus Services, and Curbside Services for the Port's Fiscal Year 2022-23 are attached hereto as **Exhibit B-I**, and **Exhibit B-II** respectively. The Shuttle Bus Services operating Budget (Exhibit B-I) is broken down into two parts: (1) the Shuttle Bus Services, not including Airside-COBUS Services; and (2) Airside-COBUS Services.

Operator shall submit proposed operating Budgets for each subsequent Port fiscal year during the Operating Term by the March 1 prior to the start of the Port's fiscal year (i.e. July 1). For example, by March 1, 2023, the proposed operating Budget for Port Fiscal Year 2023-24 (July 1, 2023-June 30, 2024) would be due. After Port review, 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 Operator. Revised Budgets, approved by the Port, will be in final form at least sixty (60) days prior to the commencement of such fiscal year. The Port reserves the right to terminate this Agreement by written notice to Operator if the parties have not timely agreed to the revised Budgets.

The proposed Budgets shall distinguish between the Shuttle Bus Services and Curbside Services. The proposed Budgets will be submitted on a line item basis. The proposed budgets will describe 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. 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 Operator and the Port.

2. BUDGETED REIMBURSABLE EXPENSES

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

- (1) Reimbursable Expenses are itemized and reported, and supporting documentation is provided to the Port as described in the Agreement, and
- (2) Requests for reimbursements shall be submitted to the Port both in soft-electronic copies in a format acceptable to the Port (including PDF and Microsoft Excel); and hard (original) copies; and
- (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 Operator in performance of the Airport Shuttle Bus Services and 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, Operator shall submit to the Port and obtain the written consent of the Port for the following details of certain Reimbursable Expenses:

- (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%;
- (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;
- (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;

- (4) All individual expenditures exceeding \$2,500 or total expenditures of a similar nature exceeding \$10,000 per year of the Operating Term, including, but not limited to, equipment, improvements to facilities and vehicles, and subcontracts for supplies and services;
- (5) The following expenses are considered Reimbursable Expenses:
 - (a) Vehicle towing fees;
 - (b) Emergency repairs of equipment or facilities;
 - (c) Port approved refunds to patrons;
 - (d) Port-designated off-site storage facility for Airport parking operation reports;
 - (e) 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;
 - (f) Fuel Expenses related to driving or operating Operator's vehicle(s) that are used solely at the Airport, or for Airport purposes;
 - (g) Uniforms and maintenance of uniforms worn by Operator's employees providing Shuttle and Curbside Services;
 - (h) DMV Pull Notice Program Fees;
 - (i) Drug Test and Background Checks;
 - (j) Custodial and Janitorial expenses;
 - (k) The actual monthly cell phone fees for up to two cell phones (not to exceed \$180.00 per month in aggregate) for the General Manager and the Assistant General Manager;
 - (l) a Time clock;
 - (m) Costs of maintaining the workers' compensation insurance requirements specified in Exhibit N, subject to the limitations contained therein and Section 5.2; and,

(n) Dental insurance premiums for OAK Staff, as follows:

- (1) Represented OAK Staff: The Port shall reimburse Operator for OAK Staff dental insurance premiums in accordance with the provisions and limitations set forth in their respective collective bargaining agreements.
 - (2) Non-Represented OAK Staff: The Port shall reimburse Operator for reasonable dental insurance premiums for employees and dependent(s), less employee contributions.
- (6) For those expenditures that recur each month, 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 Operator.

4. NON-BUDGETED ACTUAL EXPENSES

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:

- (1) Salary, cost and expenses of nonresident legal, audit, administrative, bookkeeping and executive personnel of 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
- (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;
- (3) Any and all of the following expenses are not considered Reimbursable 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. Any expense relating to driving, operating, maintaining, repairing and/or replacing any Operator vehicles, except as otherwise expressly provided for in **Section 3.10 above** under "Actual Expenses" in this **Exhibit D**,
- g. Any vehicle expenses for Operator's staff's personal vehicles;
- h. Maintenance, repair or service expenses or service contracts relating to property used by 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. Non- authorized postage, mailing and shipping charges;
- k. Except as otherwise expressly provided in **Section 3.11 and Section 3.17** under "Actual Expenses" in this **Exhibit D**, telephone service costs;
- l. Employee identification badges provided by 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 Operator or its officers, agents, employees, contractors or invitees;
- v. Financing expenses associated with Operator's working capital;
- w. Income taxes;
- x. Late payment charges incurred by Operator due to 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 Operator or 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. Life insurance premiums, pension payments, 401(k) contributions, long term disability insurance premiums, and accidental death and dismemberment insurance premiums for non-represented employees;
- ff. Expenses exceeding the limits set forth in the fixed Management Fee, the approved FY2023-24 expense budget(s), subsequent year approved budgets, and this **Exhibit D**;

- gg. First aid kits including over-the-counter medications;
- hh. Un-authorized product warranties;
- ii. Except as set forth below*, any purchases made with a personal credit card or online account; and
- jj. purchases not made in the name of an authorized contractor employee;
- kk. Gasoline purchases not accompanied by dated original receipts displaying cost and fuel volume.
- ll. Preventive or corrective maintenance of the vehicles referenced in Section 13.2, including, but not limited to, oil changes and new tires.

*Port shall approve the use of personal credit card by Operator's General Manager and Finance Manager for purchase of minor incidental expense items provided the expenses meet the following two (2) requirements:

- (1) The incidental expense must be validated by two (2) Operator staff (requesting party and Operator General Manager) and such purchase is necessary for the scope of services.
- (2) Written approval from Port prior to purchase.

- (4) Expenses above the limits set forth in **Sections 4 and 5** of this Agreement.

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:

- (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** 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. Operator shall provide the Port with all receipts and supporting documentation at the time the Operator provides the Port with the Monthly Management Report and in a manner specified

by the Port. 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. 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.

(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. See **Exhibit N** for a list of payroll reports.

(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. The form and format used by Operator for payroll invoicing must conform to Port formatting requirements and standards. 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.

(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

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:

- (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); and,
- (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:

- (1) Operator will select vendors from an approved vendor list provided by the Port; and
- (2) Operator will provide the Port with no fewer than three bids, when feasible and/or unless otherwise approved by the Director or the Designee, 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

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**.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT E

REPORTING RESPONSIBILITIES

Operator will provide all Services 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 Services. The reports shall be submitted in electronic format (and paper format if requested by the Port) and compatible with Port equipment. Upon request, Operator will permit the Director or the Designee to examine all data, records and reports related to the 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, annual, 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 required reports in electronic format (and paper format if requested by the Port), and compatible with Port equipment. Such Services reports shall be referred to collectively as "Activity Reports" and include, at a minimum:

- (1) All Curbside Services-specific Activity Reports, as specified in Exhibit A-II, Section 17;
- (2) Employee daily shift reports;
- (3) Daily shift reconciliation;
- (4) Weekly work schedule and monthly employee rosters, including all new hires and terminations;
- (5) Monthly employee payroll reports containing the information further described in Section 3 of Exhibit N;
- (6) Monthly reimbursable operational expenses summaries;
- (7) Monthly operations statistics for both fixed route and unscheduled Shuttle Bus Services;
- (8) Shuttle Bus ridership from each day of previous month, sorted by route;
- (9) Monthly reports providing details of the number of missed/late Shuttle Bus trips, including day/time, and cause;
- (10) Total incidents (including collisions and incidents, as further described in Section 11 below);
- (11) Total preventable incidents (including collisions and incidents, as further described in Section 11 below);
- (12) Passenger incidents, as further described in Section 11 below;
- (13) Shuttle Bus Driver/Dispatcher training activities;
- (14) Requests for services not currently being provided;
- (15) Shuttle Bus route performance, including ridership, passengers per hour, deadhead hours and miles by route;
- (16) A Summary of passenger complaints, as further described in Section 13 below, received in the reporting period and resolution;
- (17) Pre- and post- shuttle operation reports on a daily basis;

- (18) Summary of preventative maintenance (“PM”) cycles due and performed on Shuttle Buses, with type of PM noted;
- (19) Summary of downed Shuttle Buses (unavailable for operations, beyond PMs);
- (20) Shuttle Bus Service-related road calls, including reason for call;
- (21) Service interruptions due to mechanical road calls (daily), passenger disputes, accidents and other reasons
- (22) Vehicle miles operated per vehicle for Shuttle Buses (including monthly figures for prior month and year to date for each vehicle);
- (23) Such other statistical reports concerning management and operation of the Services as the Director or the Designee may reasonably request from time to time.

Weekly reports shall be submitted by the last day of the following week. 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 of this Agreement. 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 in this Agreement, including, without limitation under **Section 10.4**, 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:

- (1) Shuttle Accident;
- (2) Passenger incidents, including falls while passengers are entering, occupying or exiting the vehicle;
- (3) Disturbances, fainting, sickness, deaths or assaults;
- (4) Collisions the driver witnesses;
- (5) Vandalism to the vehicle while in service;
- (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
- (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 Shuttle Buses 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. 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 Landside Operations Office staff to review any complaints or concerns and to promptly correct any deficiencies. The Airport Landside Operations 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.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT F

ADMINISTRATIVE FEES

The parties agree that certain aspects of Operator's performance are essential to the Port's operation and that 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 Operator.

The Port will assess Administrative Fees for each instance of 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.

A. OPERATIONS AND STAFFING

Any amounts payable by the Port to the Operator ("Amounts Payable"), including but not limited to Management Fee and Reimbursable Expenses 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 Operator:

- (1) Failing to maintain a neat personal appearance as determined by the dress code set forth by the Director or the Designee;
- (2) Failing to possess proper photo ID at all times while on the Airport premises or between the Station and the Airport;
- (3) Operating a service vehicle that does not bear a valid identification sticker issued by the Airport;
- (4) Removing, altering, or destroying any GPS tracking device or on-board camera from a Shuttle Bus;
- (5) The use, possession or being under the influence of any alcoholic beverage or prohibited substance while operating a vehicle on Airport property or between the Airport and the Station;
- (6) Use of profane or vulgar language directed to or at the public, airport personnel, or those designated by the Port to supervise operations;
- (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;
- (8) Providing services or working for another entity, including the Operator, other than providing the Services for the Port, while on duty;
- (9) Managers and supervisors not available at the Port's request;

- (10) Solicitation of passengers for sale of goods or services, or soliciting 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;
- (11) Intentionally providing false information to passengers;
- (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;
- (13) Leaving vehicle unattended, or parking a vehicle, except in designated parking and staging areas or in emergency situations;
- (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;
- (15) Failure to follow ground transportation drop off or pick up procedures or other ground transportation rules and regulations;
- (16) Any “clocking” in or out using another employee’s card or identification.
- (17) Failure to follow other Airport Rules and Regulations.

B. 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:

- (1) Failure to convey Shuttle Buses to designated maintenance facility at the mileage intervals determined by the Director or the Designee;
- (2) Failure to maintain Shuttle Buses in clean, attractive and presentable conditions;
- (3) Failure to display visible destination signs on the front and sides of each Shuttle Bus;
- (4) Operating Shuttle Buses with improper vehicle markings; and
- (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.

C. CUSTOMER COMPLAINTS

The Amounts Payable will, unless waived by the Director or the Designee, be reduced by three hundred dollars (\$300.00) 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.

D. 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:

- (1) Each time a Shuttle Bus scheduled to be in service is not in service due to staffing problems;
- (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.

E. NON-COMPLIANCE WITH PROCEDURES

The Amounts Payable will, unless waived by the Director or the Designee, be reduced by two hundred and fifty dollars (\$250.00) per occurrence for the failure of the Operator to adhere to the procedures as set forth in the Operations Manual as established pursuant to **Exhibit I** and approved by the Port.

F. 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:

- (1) Revised Budget required pursuant to **Exhibit D**;
- (2) Monthly Report for reimbursement pursuant to the section titled "Reimbursement Process" in **Exhibit D** (form in **Exhibit C**).
- (3) Employee Training Program Reports/Management Reports (**Exhibit J**);
- (4) Weekly Work Schedule and Monthly Employee Rosters (**Exhibit H**);
- (5) Activity Reports (**Exhibit E**);
- (6) Additional Service Reports (**Exhibit A-I** and **Exhibit A-II**);
- (7) Workers' Compensation Reports;
- (8) Quarterly Payroll Reports; and
- (9) Monthly Taxi Service and Door-to-Door Shuttle Reports (**Exhibit A-II**)

G. 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 the following:

1. Overstatement of more than 2% of the sum which should properly have been reimbursed or paid to Operator, for each invoice, report or bill which overcharges the Port, with such fines not to exceed \$500 per month;
2. 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.

H. 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:

(1) Five Hundred Dollars (\$500.00) for each instance of failure to comply with the requirements set forth in **Exhibit N**.

(2) One Hundred Dollars (\$100.00) for each instance of failure to meet minimum performance standards as set forth in this Agreement;

(3) Five Hundred Dollars (\$500.00) per day for failure to maintain minimum staffing schedule;

(4) Five Hundred Dollars (\$500.00) 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;

(5) 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;

(6) Two Hundred Fifty Dollars (\$250.00) for each failure to prepare and submit a written incident report for all other incidents of injuries or loss in an accurate manner within forty-eight (48) hours from the time of the incident;

(7) 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) Two Hundred Fifty Dollars (\$250.00) 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;

(9) Five Hundred Dollars (\$500.00) 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**;

(10) Five Hundred Dollars (\$500.00) for each occurrence of the failure by Operator to return to the Port all Airport identification badges for each terminated employee within one business day of such termination;

(11) Two Hundred Fifty Dollars (\$250.00) for each occurrence of the failure by Operator to return to the Port all Airport parking cards for each terminated employee within one business day of such termination;

(12) Fifty Dollars (\$50.00) for each employee that does not complete the Training Program referred to in **Exhibits K** and **Exhibit L**;

(13) Two Hundred Fifty Dollars (\$250.00) 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;

(14) Two Hundred Fifty Dollars (\$250.00) 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;

(15) Two Hundred Fifty Dollars (\$250.00) 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;

(16) Five Hundred Dollars (\$500.00) 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;

(17) Five Hundred Dollars (\$500.00) for each day the Operator fails to maintain in full force and effect all of the insurance required by the Agreement; and

(18) One Hundred Dollars (\$100.00) 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.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

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. 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

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. 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.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT H

[RESERVED]

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT I

OPERATIONS 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. 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**.

1. CONTENTS OF THE OPERATIONS MANUAL

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) Operational overview;
- (2) Operational policies and procedures;
- (3) Organizational chart;
- (4) Staffing chart;
- (5) Position descriptions;
- (6) Personnel training and policies;
- (7) Two-way radio operations and communication etiquette;
- (8) Administrative reports;
- (9) Procedures for Taxi voucher collection control, accounting and auditing
- (10) Financial, Auditing and accounting procedures (when applicable);
- (11) Procedures for handling property damage claims for the Port
- (12) Home office support information;
- (13) Facility location;
- (14) Customer service standards
- (15) Emergency response procedures; and
- (16) Other operating policies and 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.

The current Operations Manual shall be made available to Operator prior to the Commencement Date of this Agreement. Operator may modify this manual as appropriate, with the written approval of the Director or the Designee. Operator shall submit proposed revisions to this manual within 30 days after the Commencement Date of this Agreement. The Operations Manual may undergo subsequent modification as circumstances dictate, with the written approval of the Director or the Designee.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT J

PERSONNEL

1. PERSONNEL

Operator shall control the conduct, demeanor, and appearance of its agents, and employees, including drivers. Such 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. In providing the Services, Operator and its agents and employees shall not annoy, disturb, injure, harm or offend the general public, the tenants of the Airport or Port personnel. Operator shall also ensure its agents and employees adhere to terms and conditions of this Agreement, including the Public Relations requirements as set forth in more detail in Exhibit L. For example, the requirement that each customer complaint regarding the Services shall be addressed and resolved within five (5) business days of receipt by Operator of the notice of such complaint. 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. 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 General Manager, Supervisors and Dispatchers as needed for the successful operation of the Services, and in accordance with the terms and conditions of this Agreement.

The designated 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 Services:

- (1) Training and scheduling of all regularly assigned personnel;
- (2) Arranging the assignment of backup personnel whenever necessary;
- (3) Distribution and collection of operating reports;
- (4) Daily monitoring and security of the collection of Vouchers, transponders (AVI tags) and all required fees;

- (5) Preparation of monthly summaries of operations data;
- (6) Preparation of a monthly invoice which will document all charges
- (7) Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems in a timely manner
- (8) Accident review and analysis and reviews for accident chargeability; and
- (9) The hiring and discipline of personnel.

2. PERSONNEL HIRED FOR ALL POSITIONS

Operator will also ensure, at a minimum, that its personnel meet the following criteria:

- (1) Undergo and pass adequate drug and alcohol testing;
- (2) Have completed adequate criminal background and driving record checks;
- (3) All OAK Staff shall obtain and possess at all times a valid security badge issued by the Airport (“Airport Badge”). Such Airport Badges shall be worn at all times in accordance with Port requirements. All such OAK Staff shall start the Airport Badge renewal process in sufficient time in advance to complete the Airport Badge renewal process prior to the expiration date of the Airport Badge. The Port may run badge reports at any time during the Term of this Agreement to determine compliance with this clause.

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

3. STAFFING; REMOVAL OF EMPLOYEES

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. 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. GENERAL MANAGER

Unless otherwise agreed to by the Director or the Designee, the Operator shall select and appoint one General 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 General 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 General 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 General 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 General Manager.

The General 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 General Manager shall be ordinarily available during regular business hours, and at all times during his/her absence, an appointed acting General Manager shall be in charge and available.

The acting General Manager shall be qualified and experienced in managing and supervising a transit type bus operation and shall be capable of acting as the interim General Manager during the absence of the appointed General Manager. The acting General Manager shall be trained by the appointed General Manager so that such acting General Manager becomes proficient in handling all the duties of the appointed General 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 General 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 General 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 General 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 and curbside management 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 Airport's Shuttle Bus Fleet maintenance facility of vehicle mechanical problems and break downs, and arranging for shuttle driver replacements. In addition:

- (1) Shift Supervisor will be available via wireless phone at all times during their schedule.
- (2) Shift Supervisor shall provide breaks and shall be available for providing temporary backup when required to maintain specified maximum passenger wait times.
- (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.
- (4) Shift Supervisor shall meet the driver requirements set forth in Section 17 below.
- (5) 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. DRIVER REQUIREMENTS

All of Operator's Shuttle Bus drivers and supervisors, including but not limited to, Shift 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:

- (1) Possesses a "Class B" driver's license with required endorsements;
- (2) Be a licensed driver for a minimum of three (3) years;
- (3) Have received no more than one moving violation within the last three (3) years;
- (4) Has no DUI violations within the immediately preceding two (2) year period;
- (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;
- (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;
- (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) Pass a criminal background check;
- (9) Pass a DMV record check every twelve (12) months; and
- (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.

8. ADDITIONAL OPERATIONAL REQUIREMENTS FOR GTR

Operator shall ensure the GTR staff meet the following additional operational requirements:

- (1) GTR staff shall facilitate transportation services for all customers including those with specialized transportation needs (e.g., physically disabled, visually impaired and the elderly);
- (2) Facilitate taxicab operations, including voucher/fee collection, engaging riders in a friendly, helpful and welcoming manner, interfacing with drivers;
- (3) Arranging for accessible ride opportunities;
- (4) Issue Notices of Citation and conduct follow-up administration to complete citation process;
- (5) TNC curbside loading operations;
- (6) Staging area operations;
- (7) TNC curb congestion management;
- (8) Ensuring compliance with Airport Rules and Regulations;
- (9) Using Ground Transportation Management Systems (“GTMS”);
- (10) Providing administrative support; and
- (11) Assisting Port personnel with Vehicle Permit Inspections / Compliance.

9. ADDITIONAL OPERATIONAL REQUIREMENTS FOR SHUTTLE BUS DRIVERS

Operator shall ensure the Shuttle Bus Drivers meet the following additional operational requirements:

- (1) Operate in a safe, customer friendly manner and comply with ridership policy;
- (2) Be subject to removal at the request of the Director or the Designee with documented just cause;
- (3) Be required to wear Port approved uniform shirts, pants and otherwise following a dress code approved by the Director or the Designee;
- (4) Be properly groomed and otherwise present a professional appearance and demeanor to the public;
- (5) Comply with Airport Rules and Regulations;
- (6) Be required to cooperate in the distribution of information to the riders as well as cooperate in distributing surveys and collecting data;

- (7) Operate Services in compliance with ADA requirements, including but not limited to Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (8) Be subject to drug and alcohol testing;
- (9) Show appropriate vehicle destination sign; and
- (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:

- (1) Bus routes and service policies
- (2) Safe operation of the vehicles and equipment

- (3) Customer relations skills
- (4) Safe driving
- (5) Passenger Assistance Techniques including sensitivity training
- (6) Data collection including, but not limited to, passenger counts in support of monthly reporting, and
- (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:

- (1) Failing to maintain a neat personal appearance as determined by the dress code set forth by the Director or the Designee;
- (2) Failing to possess proper photo ID at all times while on the Airport or between the Station and the Airport;
- (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;

- (4) Use of profane or vulgar language directed to or at the public, airport personnel, or those designated by the Port to supervise operations;
- (5) Smoking, eating or littering while on duty;
- (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;
- (7) Any “clocking” in or out using another employee’s card or identification;
- (8) Providing services or working for any other entity, including the Operator, other than the Services for the Port while on duty;
- (9) Manager, assistant manager or filed supervisor not available at the Port’s request;
- (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) Intentionally providing false information to passengers;
- (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;
- (13) Leaving vehicle unattended, or parking a vehicle, except in designated parking and staging areas or in an emergency situation;
- (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;
- (15) Failure to follow ground transportation drop-off or pickup procedures or other ground transportation rules and regulations; and
- (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 permit will be issued to each employee providing the Services.

14. EMPLOYEE ELIGIBILITY ON OTHER PROPOSALS

Employees of Operator providing services under this Agreement, whether billable or not to Port, shall not be eligible to work under any other active contract for services with the Port at the Airport 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

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 Operator shall install in a location approved by the Director or the Designee, a computerized time clock or similar device ("Time Clock") to record the time each OAK Staff member reports to duty, takes breaks and leaves work, which record must be maintained by Operator. Operator shall be responsible for the cost of maintenance and replacement of Time Clock. The Time Clock shall be considered a Reimbursable Expense, as set forth in Section C of Exhibit D (Budget & Reimbursement Process).

18. DRUG AND SUBSTANCE ABUSE TESTING

Operator will maintain a drug-free workplace. Operator shall institute a mandatory random drug and substance abuse testing program for all personnel assigned to provide the Services. 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

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.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT K

TRAINING MANUAL INFORMATION

Operator will ensure that all employees are fully trained for their duties. 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. 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:

- (1) Duties and functions of a driver,
- (2) Shuttle Bus Services procedures,
- (3) Report writing,
- (4) Public relations,
- (5) Traffic law and regulations control,
- (6) Civil disturbance procedures,
- (7) Safety procedures,
- (8) Telephone and radio communications, and
- (9) 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:

- (1) Duties and functions of an attendant,
- (2) Curbside Management Service procedures,
- (3) Report writing,
- (4) Public relations,
- (5) Traffic law and regulations control,
- (6) Civil disturbance procedures,
- (7) Safety procedures,
- (8) Telephone and radio communications,
- (9) Medical emergency response;
- (10) The functionality and use of the Airports GTMS software (aka Gatekeeper System).

3. SPECIFIC TRAINING AREAS

3.1 Human Resources

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

- (1) Employee Handbook,
- (2) Drug-Free Workplace Policy,
- (3) Non-Discrimination and Harassment Policy, and
- (4) Orientation Film.

3.2 Conduct and Customer Service

Operator shall provide training regarding employee conduct and customer service, including:

- (1) Personal appearance and dress requirements,
- (2) Safety,
- (3) Customer Service,

- (4) Negotiation,
- (5) Dealing with angry people,
- (6) Empathy and sympathy,
- (7) When passengers do not understand,
- (8) Organization and customer service expectations,
- (9) Interpersonal relations,
- (10) Awareness of self and others, and
- (11) Communication process and active listening.

3.3 Airport and Shuttle Bus Route Familiarization

Operator shall provide training regarding Airport and Shuttle Bus Route familiarization, including:

- (1) Airport parking facilities,
- (2) Coliseum/Airport BART Station,
- (3) Designated Shuttle Bus stops, and
- (4) Airport Terminal Buildings.

3.4 Airport and Ground Transportation Provider Familiarization

Operator shall provide training regarding Airport and Ground Transportation Provider familiarization, including:

- (1) Airport parking facilities,
- (2) Ground Transportation Provider destinations and
- (3) Airport Terminal Buildings.

3.5 Airport and City of Oakland Traffic Regulations.

Operator shall provide training regarding the Airport and City of Oakland traffic regulations.

3.6 Service and Assistance of Disabled Persons

Operator shall provide training on providing service and assistance to disabled persons, including the operation of handicapped wheelchair lifts.

3.7 Shuttle Bus Inspections

Operator shall provide training regarding Shuttle Bus Inspections, including pre and post operation inspections.

3.8 Radio Procedures

Operator shall provide training regarding radio procedures, including all of the following:

- (1) Protocol,
- (2) Phonetic alphabet,
- (3) 10 Codes, and
- (4) Vocabulary.

3.9 Conflict and Stress Management.

Operator shall provide training regarding conflict and stress management.

3.10 Administrative Training

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

- (1) Organization,
- (2) Written directives,
- (3) Records,
- (4) Code of Conduct,
- (5) Disciplinary Procedures,
- (6) Grievances,
- (7) Appearance and demeanor,
- (8) Issued equipment,
- (9) Death/Notification,
- (10) Off-duty employment, and
- (11) Address and telephone.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

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.

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

- (1) Operator shall inform the Airport assigned Police and Landside Operations Manager or his or her designee immediately of any claims against the Operator for personal injury or property damage.
- (2) 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.
- (3) Whenever Operator's personnel observe or otherwise become aware of 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 within forty-eight (48) hours from the date of the incident.
- (4) Operator shall refer parties to, victims of or witnesses to any crime, accident or vandalism to Airport assigned police.
- (5) All customer claims and disputes will be administered by Operator's management personnel only.
- (6) All customer complaints shall be answered by Operator in writing within five (5) working days of receipt. All other customer correspondence shall be answered by Operator in writing in an expeditious manner.
- (7) Copies of all customer correspondence received by Operator and Operator's responses thereto shall be promptly forwarded to the Port's Landside Operations Manager for his/her information.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

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:

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, mobile equipment (including AOA Buses), and independent contractors.

Workers' Compensation and Employers Liability: workers' compensation limits as required by the Labor Code of the State of California and employer's liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease;

Fidelity/Crime Bond shall be obtained in an amount not less than One Million Dollars (\$1,000,000) and shall be a blanket bond covering all employees. The Fidelity/Crime Blanket Bond shall also include the Port as loss payee; and

Business Automobile Liability for all owned, non-owned (including Shuttle Buses) 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).

Any insurance held by the Port covering damage to the Shuttle Buses listed on Attachment 3 #15-17 ("AOA Buses") shall waive any right of subrogation or recovery that the insurer may have against the Operator for damage to the AOA Buses, to the extent such a waiver can be triggered by this Agreement.

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 insureds, 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;

3.2 All insurance held by Operator shall include provisions that the insurance is the primary insurance, except as respects any insurance held by the Port to cover damage to the AOA Buses, 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. As the sole exception to 3.1.b, any insurance held by the Port to cover damage to the AOA Buses shall be primary, for coverage of the damage to the AOA Buses only.

It is acknowledged that the AOA Buses constitute mobile equipment, covered by Operator's general liability and not autos as typically defined in auto liability policies.

4. ACCEPTABILITY OF INSURERS

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

5. DEDUCTIBLES OR SELF-INSURED RETENTIONS

5.1 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.

5.2 In the event the Operator has any deductibles or self-insured retentions, other than as specified herein, such 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

7.1 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.

7.2 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
530 Water Street
Oakland, CA 94607
risktransfer@portoakland.com

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, except as provided for Section 5.2 of the Agreement, is included in the Management Fee and payment of the actual cost of such insurance shall be the sole responsibility of the Operator.

EXHIBIT N

TIMECARD AND PAYROLL REPORT REQUIREMENTS; PAYROLL EXPENSE REIMBURSEMENT; AND WORKERS' COMPENSATION

1. TIMECARD AND PAYROLL RECEIPT REQUIREMENTS

Operator shall utilize an Operator-provided contemporary electronic timekeeping hardware and software system (e.g. timeclock) 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 N** 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.

1.1. Electronic Timekeeping Hardware and Software System

Operator shall ensure the electronic timekeeping hardware and software system meets all of the following minimum criteria:

- (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;
- (2) System shall record, by unique job cost center, the role of on-duty personnel, e.g., primary driver, relief driver, supervisor, maintenance, etc. (edit for parking roles);
- (3) System shall provide reporting on-demand of hours worked by personnel by name, date, and cost center for user selected periods;
- (4) System shall be capable of recording clock in, clock out, breaks, lunches, and supervisory review of any and all time entries;
- (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
- (6) System shall have adequate controls to prevent unauthorized access including, but not limited to, user IDs, passwords, and user permissions.

1.2. **Electronic Timekeeping System Reports**

Operator shall submit to the Director or the Designee timekeeping system-generated bi-weekly, monthly, quarterly, and Fiscal year to date (annual) payroll reports related to 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, the following detail and information:

- (1) Time card reports generated by timekeeping system shall be provided to the Port in .csv (Excel) format;
- (2) Reconciliation between time card report and payroll report of hours and dollar amounts;
- (3) Employee birthday accrual and usage report;
- (4) Employee PTO/vacation and sick time usage and accrual report; and
- (5) System generated summary of employee leave time used and forms with supervisor approval on employee overtime, bereavement, jury duty, and any other exception time reporting.

1.3. **Other Reports and Notifications**

Operator shall also submit to the Director or the Designee the following additional reports, notifications and/or information:

- (1) Employee new hires and termination notifications;
- (2) Notices of any increase or decrease in federal or state unemployment insurance rates. All such notices must accompany requested adjustments in reimbursement of premiums.
- (3) Employee Promotion notifications;
- (4) Employee change in pay rate;
- (5) Differential shift pay;
- (6) Part time employee benefits report;
- (7) Daily staffing schedules; and
- (8) Employee change in employment status (part time, full time).

2. **PAYROLL EXPENSE REIMBURSEMENT**

The Port shall reimburse the Operator for salaries and corresponding payroll taxes and contributions for unemployment insurance and workers' compensation as set forth in Section 5.2 of the Agreement, subject to limitations set forth in **Section 6 below** ("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. Operator shall provide two separate system generated electronic and paper version (when requested by the Port) of the Employee Payroll summary and labor distribution detail reports (1) Senior Management Payroll summary and labor distribution detail report and (2) Operation payroll summary and labor distribution detail report. Each report is to include: Gross Wages, Overtime, Cafeteria, Exemption Pay, Payroll Taxes; and other withholdings, including:

FUTA, EMPLOYER-PAID (“ER”) Social Security, Medicare ER, CA State Unemployment Insurance (“SUI”). See the example as attached hereto as Exhibit T.

3. REQUIRED REPORTING – PAYROLL TAXES

Operator shall provide an electronic and paper versions of the 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.

5. WORKERS’ COMPENSATION INSURANCE

No later than the Commencement Date, Operator shall provide to Port evidence and terms of a current workers’ compensation policy covering Operator’s employees assigned to the Port. 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 at Operator’s actual Payroll Expenses multiplied by the Workers’ Compensation Rate proposed by Operator in its Proposal.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

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 **Six Hundred Thousand Dollars** (the “Sum”) covering the Operating Term of the Operating Agreement for Shuttle Bus Services and Ground Transportation & Curbside Management Services at the Oakland International Airport between the Principal and the Port dated _____, 2023 (the “Agreement”), for 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 as is fully set forth herein;

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:

By:

Print Name and Title

Print Name and Title

(Affix Official Seal)

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT P

NON-DISCRIMINATION PLAN FOR EMPLOYMENT

1. NON-DISCRIMINATION POLICY

Operator will issue a policy statement delineating the policy of 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:

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 2-3**Error! Reference source not found. of this Plan shall not become applicable unless and until 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 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.

3.2 External Dissemination

- A. 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.
- B. All advertisements for employment will state that Operator is an equal opportunity employer.
- C. When employees are featured in marketing campaigns, employee handbooks or similar publications under Operator's control, diverse employees will be pictured where practicable.

- D. 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.

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

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 _____, 20__, 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 _____, 2023.

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

SHUTTLE BUS SERVICES
& CURBSIDE SERVICES

EXHIBIT R

LIST OF ACDBES TO BE USED BY OPERATOR AND QUARTERLY REPORTING

QUARTERLY REPORT CERTIFICATE

(Print on Company Letterhead)

(Date)

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

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

**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: <https://californiaucp.dbesystems.com> or by calling (916) 324-1700. 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 Kamal Hubbard at KHubbard@PortOakland.com or (510) 627-1162. ERFORMED AFTER THE CERTIFICATION DATE. This report must be submitted with the Form of Quarterly Report Certificate. For questions regarding this form, contact Kamal Hubbard at KHubbard@PortOakland.com or (510) 627-1162.

EXHIBIT S

SHUTTLE BUS FLEET ROUTINE MAINTENANCE

The Port is responsible for performing all non-routine scheduled or unscheduled bus maintenance and repair; however, Operator shall perform the following routine daily tasks and shall be responsible for the cost of repairs resulting from the negligence or omissions of routine maintenance:

- (a) inspect shuttle buses at the beginning of each shift and complete an inspection form approved by the Port and kept onsite,
- (b) check shuttle bus fluids levels at least daily, including fuel, oil, coolant, and windshield wiper fluid,
- (c) pick up and remove trash or debris left in shuttle buses at each shift change,
- (d) sweep or vacuum shuttle buses daily
- (e) wash shuttle bus exteriors, and clean bus interiors at least two (2) times a week, or as otherwise needed,
- (f) transport shuttle buses to the Airport's Maintenance Facility for scheduled or unscheduled maintenance; and
- (g) promptly notify the Airport of shuttle bus maintenance and repair needs.

In addition, and notwithstanding the Port's general maintenance and repair obligations, Operator shall be responsible for the costs of any maintenance or repair required as a result of Operator's or Operator's Representative's misuse of a bus, to the extent a bus is damaged due to the negligent act or omission of Operator or Operator's representatives, or required or made more expensive due to Operator's failure to perform the maintenance required by Section 3.4, which costs shall not be Reimbursable Costs under the Contract. It is the Operator's responsibility to deliver the shuttle buses to the Airport's Maintenance Facility, for scheduled or as needed maintenance, or when requested by a Port representative.

The Airport Maintenance Facility is located at 8500 Earhart Road, Oakland, CA 94621.

EXHIBIT T

**EXAMPLE OF EMPLOYEE PAYROLL SUMMARY AND LABOR
DISTRIBUTION DETAIL REPORT**

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 4576.

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").** Operator, 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. Operator further must cause all "Contractors" (as such term is defined in the MAPLA) that contract under Operator 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.

EXHIBIT V

[Reserved]

EXHIBIT W

FAA AIP GRANT-REQUIRED PROVISIONS

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

Note: Operator is sometimes hereinafter referred to as “Contractor” and the Port is sometimes hereinafter referred to as “Sponsor”. These provisions, as worded below, are required as a result of the AIP and may not be amended.

A. General Civil Rights Provisions.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Compliance With Nondiscrimination Requirements.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-Discrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - Cancelling, terminating, or suspending an Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 1 through 5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

D. Fair Labor Standards Act.

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

E. Occupational Safety and Health Act.

This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 U.S.C. §651, et seq; 29 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



PORT OF OAKLAND

Labor Peace Rule for Certain Operational Services (Port Ordinance 4587)

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

**PORT OF OAKLAND
LABOR PEACE RULE FOR CERTAIN OPERATIONAL SERVICES**

I. PURPOSE

The Board of Port Commissioners, consistent with the findings set forth in its duly adopted Ordinance that it is essential for the protection of the Port's proprietary and financial interests, adopts this Labor Peace Rule for Certain Operational Services (as defined below) mandating that Operators and Labor Organizations agree to enter into and abide by Labor Peace Agreements in the circumstances specified below.

II. DEFINITIONS

Whenever used in this Rule, the following terms shall have the meanings set forth below.

- (A) **"Board"** means the Board of Port Commissioners of the City of Oakland.
- (B) **"Department Director"** means the Director of the Department at the Port for which the Operational Services Agreement is intended to serve.
- (C) **"Executive Director"** means the Executive Director of the Port.
- (D) **"Labor Disruption"** means any economic action or concerted activity, including, without limitation, strikes, picketing, handbilling, boycotts of, or other interference with: any activities on Port property, the Port, or an Operator or its activities under an Operational Services Agreement.
- (E) **"Labor Organization"** means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with Operators concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.
- (F) **"Labor Peace Agreement"** means a written agreement between an Operator and a Labor Organization that prohibits a Labor Organization, its members and any employees represented by the Labor Organization from engaging in any Labor Disruptions relating to the services provided to the Port under an Operational Services Agreement: (1) during any organizing, membership drive, or negotiation of a collective bargaining agreement; and (2) during the entire term of the Operational Services Agreement in the case where the Labor Organization has entered into a collective bargaining agreement with the Operator.

- (G) **“Operational Services Agreement”** means an agreement between the Port and an Operator selected pursuant to a Request for Proposal to provide primarily the following services on Port property:
1. Automobile and/or truck tractor parking services;
 2. Real-time security video monitoring services at the seaport or security guard services;
 3. Comprehensive janitorial services for Port buildings in Jack London Square that serve Port tenants, customers, or the public;
 4. Comprehensive building engineering and maintenance services through fulltime personnel for Port buildings in Jack London Square that serve Port tenants, customers, or the public;
 5. Airport shuttle services; and/or
 6. Airport curbside management services.
- (H) **“Operator”** means all individuals and businesses operating under, or seeking to enter into, an Operational Services Agreement.
- (I) **“Port”** means the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, otherwise known as the Port of Oakland.
- (J) **“Request for Proposal”** means any formal request for proposal issued by the Port for an Operational Services Agreement in accordance with the Port’s Purchasing Ordinance (Port Ordinance No. 4576, as it may be amended or superseded).
- (K) **“Rule”** means this Labor Peace Rule for Certain Operational Services.

III. REQUIREMENT TO KEEP LABOR PEACE AND PREVENT LABOR INTERRUPTIONS

(A) **Operator Duties**

- (1) Prior to entering into an Operational Services Agreement, an Operator shall enter into a Labor Peace Agreement with any Labor Organization that has requested in writing such a Labor Peace Agreement. The Operator shall enter into the Labor Peace Agreement within thirty (30) days from the request.
- (2) The Operator shall require its successors and assigns to include in applicable agreements a provision to comply with the requirements of this Rule.
- (3) The Operator shall agree in its proposal or application for an Operational Services Agreement that the Port has a proprietary interest in the timely placement of an Operator and in the Operator’s operations under a Labor Peace Agreement, and that undue delay in reaching a Labor Peace Agreement with a Labor Organization would interrupt the provision of

services to the Port and subject the Operator and the Port to Labor Disruptions.

- (4) In the event that an Operator is unable to negotiate a Labor Peace Agreement with any Labor Organization within the thirty (30) day period set forth in Section III(A)(1) above, it may request to be excused from such obligations with respect to that Labor Organization by delivering a written request to the Executive Director. Upon the receipt of the written request from the Operator, the Executive Director may appoint a hearing officer (who shall not be an employee working under the applicable Department Director) who shall hold an informal hearing after notice to the Operator and the subject Labor Organization. The Operator may be relieved of, and excused from, its obligations under Section III(A)(1) with respect to the subject Labor Organization if the hearing officer finds, after holding the noticed hearing, that:
- a. the Operator has attempted to reach a Labor Peace Agreement with the subject Labor Organization; and
 - b. the Labor Organization has (i) refused to negotiate to reach a Labor Peace Agreement, or (ii) placed condition(s) on the Labor Peace Agreement that are arbitrary and capricious.

The findings of the hearing officer shall be final and may be based on any evidence or fact he or she deems relevant or credible whether or not the Operator or subject Labor Organization presented evidence or appeared at the hearing. The provision of a hearing is at the discretion of the Executive Director to facilitate the Port's proprietary interest in the timely compliance with this Rule. This Section III(A)(4) neither implies any legal duty of the Port nor confers any constitutional, legal, or contractual right of the Operator to enter into an Operational Services Agreement or of any party to contest the findings of the hearing officer in court or otherwise.

(B) Port Duties

- (1) The Port shall include in any Operational Services Agreement a provision requiring the Operator to abide by the requirements imposed under Section III(A) of this Rule as a condition of entering into any Operational Services Agreement.
- (2) All Requests for Proposals for an Operational Services Agreement shall include a reference to the requirements of this Rule. Failure to include such reference to this Rule in any such Request for Proposal shall not exempt any Operator otherwise subject to the requirements of this Rule.
- (3) The Port shall not enter into any Operational Services Agreement without finding that: (a) the Operator has entered into a Labor Peace Agreement with all Labor Organizations that, to the actual knowledge of the Executive Director, has requested in writing a Labor Peace Agreement with the Operator; (b) the Operator is excused from compliance pursuant to Section III(A)(4) above; or (c) that any exemption from this Rule as set forth in Section III(D), below, applies.

- (4) The Department Director shall grant exemptions from this Rule as set forth in Section III(D), below.

(C) Labor Organization Duties

- (1) Any Labor Organization seeking enforcement of this Rule must request a Labor Peace Agreement with an Operator under provisions of this Rule and must submit to the Department Director a copy of the written request it has sent to the Operator showing the date of the request and specifying the Request for Proposal with respect to which the request is made.
- (2) Any Labor Organization seeking enforcement of this Rule shall not engage in Labor Disruptions at the Port in violation of any applicable Labor Peace Agreement.

(D) Exemptions

The provisions of this Rule shall not apply to any of the following:

- (1) A bargaining unit of any Operator which has already recognized a Labor Organization for that bargaining unit;
- (2) A Labor Organization that has not submitted a written request to enter into a Labor Peace Agreement to an Operator covered under this Rule or that has not submitted evidence of such written request to the Department Director as set forth in Section III(C)(1) of this Rule;
- (3) Any Operator whose operations under the Operational Services Agreement are subject to the Railway Labor Act either by final decision by a court or agency of competent jurisdiction, or by mutual agreement between the Operator and a Labor Organization that is the exclusive bargaining representative of its employees, in which case the Labor Peace Agreement shall be voluntary;
- (4) Any agreement between the Port and a tenant, licensee, or permittee;
- (5) Any agreement between the Port and a public agency; or
- (6) Any Request for Proposal for which the Port has not received any responsive proposals or in which the Department Director determines that the risk to the Port's financial or other nonregulatory interest resulting from labor/management conflict is so minimal or speculative so as not to require a Labor Peace Agreement to achieve the Port's proprietary, investment, or other nonregulatory interest.

IV. ENFORCEMENT

- (A) The Department Director or his/her designee shall investigate complaints alleging that this Rule has been violated, and shall take any action necessary to enforce compliance, including referring such violation to the Port Attorney for civil or other action.
- (B) In addition to any other remedies available to the Port, the Port may terminate the Operational Services Agreement upon thirty (30) days' notice to the Operator to cure its breach where the Operator has failed to: (1) enter into a Labor Peace Agreement as required by this Rule; or (2) include in applicable

agreements the provision requiring compliance with this Rule as required by Section III(A)(2) of this Rule.

- (C) Where an Operator has failed to prevent a Labor Disruption that is directly or indirectly caused by the Operator's violation of this Rule or breach of its obligations under the Operational Services Agreement, or by its violation of laws or of rules and regulations of the Port, the Port may consider the Operator in breach of the Operational Services Agreement, provide such services through means or person other than the breaching Operator, and terminate the Operational Services Agreement after thirty (30) days of any notice to the Operator to cure its breach and such breach has not been cured.
- (D) Any challenge to the applicability of this Rule to a particular Operator or Labor Organization shall be brought to the Board only after first seeking an exemption from the Department Director as provided for in this Rule. Any such challenge must be commenced with the Board in writing within 15 days after notification that such exemption has been denied by the Department Director.

V. CONSTRUCTION

Nothing in this Rule shall be construed as requiring any Operator to change the terms and conditions of employment for its employees, recognize a Labor Organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a Labor Organization. Nothing in this Rule permits or requires the Port or any Operator to enter into any agreement in violation of the National Labor Relations Act of 1935. Provisions of this Rule shall be interpreted to achieve the Port's proprietary interest in preventing Labor Disruptions. This Rule shall not apply to any Operational Services Agreement in which the Port's proprietary interest in preventing Labor Disruptions is so minimal or speculative so as not to warrant concern for the Port's proprietary, investment, or other non-regulatory interest.

VI. EFFECTIVE DATE

The provisions of this Rule shall apply to any Operational Services Agreement for which a Request for Proposal was first issued on or after the effective date of the Ordinance adopting this Rule.

VII. SEVERABILITY

If any part or provision of this Rule, or the application thereof to any person, business entity, or circumstance, is held invalid by any court of competent jurisdiction, the remainder of this Rule including the application of such part or provisions to other persons, business entities, or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Rule are severable.



PORT OF OAKLAND

Statement of Adherence to Labor Peace Rule

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

The undersigned acknowledges that it has obtained a copy of and carefully reviewed, understands, and agrees to the terms of the Labor Peace Rule for Certain Operational Services ("Labor Peace Rule") set forth in Port Ordinance 4587, as such ordinance may be amended or superseded. All capitalized terms in this Statement shall have the same meanings as defined in the Labor Peace Rule.

The undersigned understands that compliance with the Labor Peace Rule is a material term to performing this opportunity and that, if selected as the successful Respondent, the undersigned will fully comply with the Labor Peace Rule. The Labor Peace Rule requires, among other things, the successful Respondent to enter into a Labor Peace Agreement within thirty (30) days of a request by any Labor Organization.

The undersigned agrees that the Port has a proprietary interest in the timely placement of a successful Respondent and in the successful Respondent's operations under a Labor Peace Agreement, and that undue delay in reaching a Labor Peace Agreement with a Labor Organization would interrupt the provision of services to the Port and subject the successful Respondent and the Port to Labor Disruptions.

To ensure the timely execution of all required Labor Peace Agreements, if selected as the successful Respondent, the undersigned agrees to obtain and provide to the Port all required Labor Peace Agreement(s) **within twenty-one (21) days of publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued)**, or else the Port may select another respondent to perform the Services.

Signature

Print Name

Title

Company

Date



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

PORT OF OAKLAND

**RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside
Management Services**

Shuttle Operations: Staff and Rates

Position	# Staff	Rate
PARKING SHUTTLE DRIVERS	23	\$28.09
OPERATIONS DISPATCHER ¹	0	\$25.15
SHUTTLE SUPERVISORS	5	\$30.09
ADMINISTRATIVE / PAYROLL ¹	1	\$31.14

Shuttle Operations Staffing: Shifts Per Day

Position	SUN	MON	TUE	WED	THU	FRI	SAT
PARKING SHUTTLE DRIVERS ²	13	13	13	13	13	13	13
OPERATIONS DISPATCHER ¹	0	0	0	0	0	0	0
SHUTTLE SUPERVISORS ²	3	3	3	4	4	4	3
ADMINISTRATIVE / PAYROLL ¹	0	1	1	1	1	1	0

Curbside Management Staffing: Staff and Rates

Position	# Staff	Rate
GT STARTERS/REPRESENTATIVES	11	\$19.89
GT SUPERVISORS	0	\$21.39
GT COORDINATOR	0	\$24.39
ADMINISTRATIVE / PAYROLL ¹		

Curbside Management Staffing: Shifts Per Day

Position	SUN	MON	TUE	WED	THU	FRI	SAT
GT STARTERS/REPRESENTATIVE ²	2.5	2.5	2.5	2.5	2.5	2.5	2.5
GT SUPERVISORS ²	0	0	0	0	0	0	0
GT COORDINATOR ²	0	0	0	0	0	0	0
ADMINISTRATIVE / PAYROLL ¹							

¹Currently shared with Fleet Operations services.

²As the Airport recovers from the COVID-19 pandemic, the Airport will meet with the Contractor to determine the appropriate staffing levels.



Aerial View of Shuttle Service Route Description

PORT OF OAKLAND

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and 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

PORT OF OAKLAND

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services

No.	Port Equipment #	Fleet #	Year/Make/Model	Annual Mileage CY 2021
1	XT96	2091	2009 ElDorado Low Floor Axess 40' CNG Fuel	0
2	XT97	2092		4,318
3	XT98	2093		4,426
4	XT99	2094		6,870
5	XS01	2095		2,489
1	XL83	2181	2018 ElDorado Aero Elite Class E Ford F550 32' CNG Fuel	7,724
2	XL82	2182		7,012
3	XL75	2183		7,245
4	XL81	2184		6,706
5	XL79	2185		3,793
6	XL80	2186		5,544
7	XL78	2187		7,402
8	XL77	2188		6,672
9	XL76	2189		7,094
1	XL84	21890	2018 COBUS 3000 45.3' Diesel Fuel	25
2	XL85	21891		28
3	XL86	21892		25



PORT OF OAKLAND

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services



**Oakland
International
Airport**



**Terminal
Curbside**

RFP No.: 22-23/02, Airport Shuttle Bus, Ground Transportation and Curbside Management Services



Primary Taxi Holding Lot

Located at:

Air Cargo Rd



Alternative Taxi Holding Lot

Located at:

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