



Purchasing Department  
530 Water Street  
Oakland, CA 94607

**August 30, 2017**

### **ADDENDUM No. 1**

#### **RFP No. 17-18/02 – Airport Public Parking Management Services**

This Addendum modifies the original RFP Documents for the above mentioned RFP. **Acknowledge receipt of this addendum in the space provided on the RFP Acknowledgement and Signature Form (Attachment 3). Failure to do so may disqualify your proposal.**

**The following corrections have been made to the above referenced proposal:**

- A. Section IV, Submission Requirements, submittal format of 16 pages is amended to 20 pages. “Responses may not be longer than 20 pages (one sided or 10 pages double sided...)”
- B. Delete Attachment 4 in its entirety and replace with revised Attachment 4 included in this addendum.
- C. Additional modification have been made to the RFP and/or the Agreement for Airport Parking Management Services. See question 17, 42, 71, and 72 for details.  
**Note:** *Question 17 is related to RFP No. 17-18/03.*
- D. Modification to Section III Port Policy and Other Requirements of the RFP, Proposal Surety has been added as a requirement for this project.

#### **Proposal Surety**

Respondents must include a statement (**Attachment 12**) 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 12-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 12-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 32** 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.

- E. In addition, the following attachments have been included in Attachment section of the RFP and must be returned with your proposal.

Title		Must Be Returned with Proposal
12	Proposal Surety Acknowledge Statement A. Letter of Credit B. Surety Bond Accompanying Proposal	Yes  (Make sure to also enclose a certified or cashier's check, or Attachment 12-A or 12-B)

**There are no other changes to RFP No. 17-18/02.**

**The following questions were submitted by the deadline and are answered in this addendum.**

1. Question: Please provide a copy of the current Parking Contract and any Amendments.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

2. Question: **RFP Section 8: Minimum Qualifications Requirements.** We operated the parking facilities at John Wayne Airport for the period January 2003 through April 2017 (awarded to another operator in a low bid process). Would we be able to use this experience as a “qualifying airport”? And related to the fact that we do not operate JWA at this time, do we need to have two qualifying locations at the present time?

*Answer: The criteria is relevant experience at a medium or large hub airport in North America. Those hub sizes are designated by ACI based on an airport’s traffic as a percent of total US passenger traffic. In 2015 John Wayne Airport (SNA) had 10.2 MAP, which qualifies this as relevant experience. But in order to qualify for the RFP - “Proposers must currently operate, manage and maintain at least two airport-related parking operations at medium to large hub airports (as designated by the FAA), in the U.S. or Canada including, without limitation, the operation and use of online/real-time computerized revenue control and relational databases (“PARCS”) systems operating on a computer network.”*

*Unfortunately, the Port is not changing its position about the minimum qualification criteria.*

3. Question: We manage the parking operations for the **Hilton Hotel at Oakland International Airport**. The parking is for the hotel guests only. They are also a tenant of the Port and their lease states they cannot do off-airport parking. Will we be able to propose on the Airport Parking, Shuttle Bus and Ground Transportation? This parking operation does not compete with the Airport; but does fall within the 7 mile radius of the Airport.

*Answer: The top ranked proposer would have to divest its hotel shuttle service contract as a condition of executing a Public Parking Management agreement with the Port.*

4. Question: Can the language on the required performance bond of \$600,000 allow it to be renewed on a yearly basis? Most bonding companies require this provision.

*Answer: Yes, if it automatically renews.*

5. Question: If a company is awarded both RFPs will the bonding remain at \$600,000 for each or can the amount be reduced and incorporated into a single bond covering all operations?

*Answer: Separate performance bonds for \$600,000 each would still be required*

6. Question: Can we get a copy of the Voucher reconciliation report mention in the RFP and on page 9 of sample agreement? Last few months' worth, please.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

7. Question: Please confirm that economies of scale will be taken into account with the management fee portion of the proposal should a company bid on both contracts.

*Answer: Yes, that is the intention.*

8. Question: Please provide sample invoices and financial reports that current operators have presented to the airport over the past 12 months.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

9. Question: Please furnish a copy of the current Collective Bargaining Agreement (CBA) in place for parking personnel.

*Answer: Please contact Teamsters Local 853 to request a copy of the current CBA (both for the Shuttle/Curb Management and Parking Management contracts), Mr. Phil Ybarrolaza, Teamsters Local 853, 7750 Pardee Lane, Oakland CA 94621. 707-292-5778, phil.ybarrolaza@gmail.com*

10. Question: Is there any requirement to retain the existing parking employees?

*Answer: The Port's Living Wage provisions require a new Port-Assisted Business (PAB) to offer employment to employees who worked for the prior PAB for at least 90 calendar days. Such employees may not be terminated by the new PAB during the first 90 work days except for just cause. Please refer to Oakland City Charter, Section 728, section (5) for more detail*

11. Question: Would the airport consider electric shuttles if the next fleet has not yet been decided?

*Answer: The Port considered acquisition of an electric fleet but decided against it due to several economic and operational considerations.*

12. Question: Have there been any service penalties assessed over the course of the contract to the current operator of parking management services?

*Answer: Service penalties were assessed in 2013 based on schedule adherence criteria.*

13. Question: When is the S&B parking system supposed to be installed? Is there an anticipated completion date?

*Answer: Installation is currently underway and should be substantially complete when this contract takes effect.*

14. Question: What are the current parking management fees?

*Answer: The fixed management fee in the current contract year is \$847,529, payable in monthly increments.*

15. Question: Marketing/Promotion – What are the programs the airport is currently doing? Were they created by airport Staff? Or the parking operator?

*Answer: The primary Airport parking marketing programs were developed by Airport and Parking staff and include:*

*(a) Park Free: Offers time-limited free parking to customers flying from OAK on select air service routes.*

*(b) Corporate Parker: discounted parking rates to corporate program participants*

*(c) Frequent Parker: time-limited free parking for frequent (loyalty) customers*

16. Question: Monthly financial reports – Can we get copies of the last 12 months of reports?

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

17. Question: Both RFP's talk about vehicles to be provided by operator at the operators cost. Can we get an exact number required for parking and shuttles? Can the use be combined? Airport Parking (RFP 17-18/02) Page 19 of the Service Agreement section 13.1 states 3 vehicles at a minimum & 4 vehicles for Airport Shuttle Ground (RFP 17-18/03), Section 13.2 – Is this a reimbursable expense? Exhibit D, 5i seems to indicate this is reimbursable. Does this include insurance coverage of the vehicles?

*Answer: Section 13.2 of the contract for RFP No. 17-18/03 specifies a minimum of four (4) service vehicles. This section is hereby amended to require the contractor to provide a minimum of three (3) service vehicles. The capital cost for these vehicles will not be reimbursable. Contract Exhibit D Section 3.10 details what service vehicle-related operating expenses are reimbursable. That section is hereby amended to read: "Expenses related to driving or operating Operator's vehicles that are used solely at the Airport, not to exceed the lesser of \$300 per month per vehicle or an aggregate of \$900 per month."*

18. Question: Insurance self-insurance deductibles – should be no more than \$25,000. Will the Port allow up to \$100,000 self-insurance retention as long as the operator is responsible for all claims from dollar \$1?

*Answer: Please refer to Exhibit M. The Port is willing to consider other deductible levels but retains the right to approve or reject any levels over \$25,000.*

19. Question: Do we need to propose the staffing as stated on A-2 or we can make recommendations?

*Answer: Proposers may make recommendations.*

20. Question: Exhibit B Financials – Can we get copies of the detailed operating financial statements for last 12 months?

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

21. Question: C-1 Public summary Report – Can we get copies of this report for the last 2 years?

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

22. Question: Scoring – evaluation criteria – If in an addendum the Port allows proposers to propose something different than what is in the sample contract – How will the Port score the 5% - on requested changes to the agreement? - Not necessarily fair to give a company 5% just because they accept all terms on draft agreement.

*Answer: The response depends on the nature of the proposed change to the agreement. For example of the proposed changes result in a fundamental shift in cost or liability from the Proposer to the Port, that could affect the proposal score.*

23. Question: Does the Port desire for the Operator to bid the first year operating expenses based on the current staffing (outlined in Attachment 11, Services Agreement, Exhibit A-2) and PARCS equipment capabilities or based on proposed staffing levels once the Scheidt & Bachmann system is fully functional and on-line?

*Answer: The RFP does not direct proposers to include first year operating expenses in their cost proposal. Proposers are directed only to present Management Fees, Health Insurance Premiums, and a Workers Compensation Factor.*

24. Question: RFP, Article III, Port Policy and Other Requirements, Sub-article 1, Airport Concession Disadvantaged Business Enterprise (ACDBE) Program – We respectfully request the Port modify the RFP so in order for participation to count toward ACDBE attainment, Proposers and/or its subcontractors must be certified at time of award by an authorized agency of the California Unified Certification Program.

*Answer: No modification will be made to this requirement.*

25. Question: RFP, Article III, Port Policy and Other Requirements, Sub-article 4, Living Wage Policy - Please confirm whether the Port's Living Wage takes precedent over any collective bargaining agreement if the negotiated wages in the CBA are lower than the Living Wage.

*Answer: The wages set forth in a CBA, regardless of the amount, will supersede the living wage rates, so long as the CBA explicitly states that it waives the requirements of the Port's living wage or similar law.*

26. Question: RFP Article IV, Submission Requirements, Submittal Format – The RFP requires a great deal of detailed information in order to reasonably answer the eight (8) submission requirements. We respectfully request the sixteen (16) page maximum be increased to no less than sixty (60) pages. This will allow Proposers to deliver a fully responsive and responsible proposal addressing all of the requirements of the RFP.

*Answer: Appendices and exhibits may be used and may include information on company qualifications that are in the form of promotional-type materials detailing relevant experience at other sites. These materials would not be counted as part of the proposal page limit. However*

*references to relevant experience should be contained within the main body of the proposal, subject to the page limit. The overall page limit is hereby increased from 16 to 20 pages.*

27. Question: RFP Article V, Evaluation Criteria – Please provide the percentage or point value of overall scoring for Oral Interviews should the Port elect to conduct interviews.

*Answer: 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.*

28. Question: RFP Article VI, Additional Provisions, Sub-article E, Reimbursable Expenses – RFP indicates Contract Transition and start-up expenses are not separately reimbursable, which provides an advantage to the incumbent. To ensure a level playing field, at a minimum could the awarded Proposer’s salary for its General Manager be reimbursable for the month prior to the transition date?

*Answer: There is no change to this policy. The Proposed Cost is only one of seven criteria which will be used in the evaluation of submitted proposals and it accounts for 30% of the overall score.*

29. Question: RFP Article VI, Additional Provisions, Sub-article U, Contract Termination – will the Port agree to provide the Contractor with notification and a reasonable cure period for any default (i.e., 48 hours for a monetary default and 5 days for a non-monetary default)?

*Answer: See Section 24 of the Agreement (attached to the RFP) which contains certain notice and cure periods.*

30. Question: Does the Port have to approve any of the terms, particularly economic or finance terms, prior to Operator’s execution of any collective bargaining agreement relative to the proposed contract?

*Answer: The Port provides input to the contractor through the budget development process and through required adherence to the City of Oakland Living Wage ordinance. Please also refer to Contract Section 9.1*

- a) If yes, please provide a copy of the most recently Port-approved or current collective bargaining agreement covering the Parking operations.

*Answer: See response to Question 9.*

- b) Please also provide any CBA presented or is under consideration by the Port.

*Answer: See response to Question 9.*

31. Question: Is it correct to assume that if a new CBA is executed or if an Amendment to the existing CBA is executed before the commencement of the Term of the new Contract under the RFP, and the Port has agreed to the wages and benefits included thereunder, that the successful Proposer’s Budget will be modified to account therefor?

*Answer: That is correct.*

32. Question: Please detail any liquidated damages assessed against the current operator for each of the last three (3) fiscal years?

*Answer: There have been none.*

33. Question: Please provide a copy of a current listing of all represented employees by position, detailing wages, date of hire and full-time or part-time status.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

34. Question: RFP, Attachment 11, Section 4.2, Variable Component of Management Fee – Please provide the amount paid to the current Contractor for the “performance-based incentive” or “Variable component of the Management Fee” by year for each of the last five (5) fiscal years.

*Answer: Contract Year 1: \$134,419, Contract Year 2: \$136,008  
No Variable Fee Paid in Contract Years 3-5, mainly due to the impact of Transportation Network Companies (TNCs)  
See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

35. Question: Please provide copies of the last three (3) Variable Management Fee (“VMF”) evaluations, scoring and associated details, prepared by the Port and/or Operator.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

36. Question: RFP Attachment 11, Services Agreement, Article 6.4, Payment of Receipts to Port – RFP indicates failure to deposit Parking Revenues daily except for Thanksgiving, Christmas and New Year’s Day may result in an Administrative Fee. Please confirm that all Federal or State holidays where banks are closed are excluded from the daily deposit requirement (i.e., Independence Day, Memorial Day, etc.) unless otherwise directed by the Port.

*Answer: The current armored truck service picks up deposits daily except on Thanksgiving and Christmas. Collected funds are stored by the armored truck service until the next armored truck transports deposits to the bank. Deposits may reach the bank on the same day or the following business day. Deposits are not made on days when the bank is closed including federal holidays and weekend days.*

37. Question: RFP Attachment 11, Services Agreement, Article 10.4(c) – RFP requires the Operator to be the Merchant of Record yet ensure “...all funds payable to the Operator, as merchant thereunder, shall be paid directly to a Port account in a bank or other financial institution designed in writing by the Port...”. We have been advised that this arrangement violates certain Patriot Act provisions. Will the Port allow for credit card revenue to be processed by the Operator’s preferred vendor and then transferred to the Port?

*Answer: The Port’s preferred vendor for processing credit card revenue is Transaction Services, [www.trxservices.com](http://www.trxservices.com). The revenue processed by the credit card processor is then to be transferred to the Port’s designated bank in a PCI-DSS compatible manner.*

38. Question: RFP Attachment 11, Services Agreement, Article 13(a) – To ensure a level playing field and high level of service and reliability for transportation, will the Port require all service vehicles be new at the commencement of the Contract?

*Answer: Port requirements regarding the service vehicles are described in Contract Section 13.2.*

39. Question: RFP Attachment 11, Services Agreement, Article 13(b) – To perform the Level 2 maintenance on the PARCS requires specialized skills and training not possessed by current workforce. Please confirm the quantity of technicians the Port desires the Operator to hire to perform this service.

*Answer: The Port anticipates that Operator will employ one full time technician and up to two staff Supervisors will be trained to provide Level 2 services. Responsible staff will be trained by PARCS supplier.*

40. Question: RFP Attachment 11, Services Agreement, Article 13(b) - Since the first year of the PARCS is covered by warranty, please confirm if the cost of the required technicians should be included in the Year 1 budget or would be an additional expense the Operator would include in its proposed Year 2 budget.

*Answer: That would apply to the Year 2 budget but this is not relevant to the preparation of a written proposal, because we are not asking Proposers to prepare an operating budget.*

41. Question: RFP Attachment 11, Services Agreement, Article 13(b) - Level 2 Maintenance will require specific training from the PARCS provider. Please see the below questions:

- a) Is the Port's plan for Port and/or Operator's staff to provide Level 2 Maintenance part of the scope of its purchase, installation and on-going maintenance contract with Scheidt & Bachmann?

*Answer: Starting in Year 2 after the Port provides formal acceptance of the PARCS, the Port – through the Parking Operator - would assume responsibility for Level 2 PARCS Maintenance. In Year 1 Scheidt & Bachmann will be responsible for Level 2 maintenance, and will train Port/Operator staff during that period.*

- b) If not, has Scheidt & Bachmann agreed to provide the requisite training to the Port's operator or designated personnel and will there be any cost?

*Answer: Scheidt & Bachmann will provide the requisite training.*

- c) Are the costs associated with required or necessary training, travel and other cost associated with the Level 2 maintenance capabilities reimbursable?

*Answer: Yes.*

42. Question: RFP Attachment 11, Services Agreement, Article 13(b) – The final sentence of this paragraph refers to a 13.1(g) of the same Article that does not exist. Please clarify if this should be 13.1(f) or if not please provide the missing language.

*Answer: Contract Section 13.1.b is hereby amended, as follows: "Operator shall be responsible for and shall pay to Port upon Port's written demand amounts equal to any losses of Parking Revenue due to Operator's failure to report to Port within one (1) hour any non-functioning or malfunctioning of the revenue control equipment. In every such scenario, Operator must make every effort to communicate, via voice plus text communication, with Airport Business staff and the Airport Manager on Duty (MOD)"*

43. Question: RFP Attachment 11, Services Agreement, Exhibit D-2 – RFP indicates healthcare costs for non-represented staff are subject to an annual CPI adjustment of 3% or less. This increase is substantially lower than historical increases. Will the Port allow the same 7% maximum annual increase permitted for represented staff to non-represented staff?

*Answer: No. There will be no change to this provision of the RFP.*



44. Question: Please advise if the current operator employs, and is reimbursed for, a full time and dedicated Human Resource Manager assigned to the Parking operations at OAK.

*Answer: No. Historically this function has been fulfilled by a combination of the Operator's onsite and regional management.*

45. Question: Please provide the current staffing schedule to include management, supervisory, administrative and all other positions associated with the current operations.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document. Schedules for the Management positions are not included in the Daily Staffing Schedule.*

46. Question: RFP Attachment 11, Services Agreement, Exhibit D-5(gg) indicates the cost of employee parking at the Airport is non-reimbursable while RFP Attachment 11, Services Agreement, Exhibit J-11, indicates Employee Parking shall be provided by the Port. Please clarify.

*Answer: Operator employees park free.*

47. Question: Employee Parking – Shifting the cost of Employee Parking to the employee would require collective bargaining negotiations with the Union. Further, to be fiscally responsible for this cost/risk the Proposer would have to include the employee parking cost in its Management Fee, shifting potentially unnecessary and material cost to the Port. We respectfully request the Port agree to provide employee parking at no charge or as a reimbursable expense should it unilaterally change the current policy of providing complimentary employee parking.

*Answer: Parking Operator employees have always been offered free parking in Airport permit lots. There is no plan to change that status. However the contract will not be amended.*

48. Question: Please confirm it is the Operator's responsibility to provide porter service to maintain the parking facilities free of debris and trash.

*Answer: Confirmed. Operator typically subcontracts this service.*

49. Question: Please provide a copy of a health insurance invoice (and supporting documents) within the last 3 months paid by the current operator and reimbursed by the Port for all non-represented staff.

*Answer: The Contractor does not provide this invoice to the Port because the premiums were a bid item in the cost proposal in their response to the prior Parking Services RFP.*

50. Question: Operating Agreement, Exhibit M, Section 2 - Please confirm the Port will name the Operator as an additional insured for automobile liability insurance.

*Answer: The Port will not list the operator as Additional insured. The Operator must name the Port as an additional insured on its automobile insurance policy.*

51. Question: Operating Agreement, Exhibit M, Section 2.4 - The Operator could be responsible for a liability loss in excess of the Port's automobile liability insurance limit if the Operator is at fault and the loss exceeds the Port's automobile liability insurance limit. Please provide the amount of the Port's automobile liability insurance limit.

*Answer: It appears you are confusing this RFP with RFP 17-18-03. Please refer to Exhibit M of 17-18-02 for the correct insurance requirements. The Port is not committing itself to the purchase of any particular liability limit through this RFP.*

52. Question: "Sample Contract, Section 18.1, Indemnity - The indemnification language calls for the Operator's indemnity to include acts or omissions on invitees or licensees, which are out of the control of the Operator. Will the Port agree to reasonably limit the Operator's indemnity to the acts or omissions of parties that the Operator can control, such as its employees and subcontractors?"

*Answer: No. The Port will not agree.*

53. Question: Is ACDBE participation to be calculated as a percentage of the total contract value - meaning the combined total value of the Management Fee and Reimbursed Operating Expenses?

*Answer: Yes*

54. Question: Attachment 5-A - Quarterly Reporting for Participation of Airport Concessions Disadvantaged Business Enterprise (ACDBE) appears to be designed for quarterly reporting of ACDBE participation under a concession or lease agreement, although the Parking Management Services agreement is a management agreement - not a concession or a lease. For example, the next to last column calls for "Lease Amount or Minimum Annual Guarantee" and the last column calls for "Total Lease Amount" - neither of which apply to the proposed contract structure (there is no lease associated with this RFP).

*Answer: The Parking Management Services is a management contract agreement with the airport and is a concession opportunity. Attachment 5A is sample template and the successful awardee will be required to submit ACDBE participation in a report in a form substantially similar to Attachment 5A, as applicable and as determined by the Port.*

55. Question: Please provide the reporting form that will be used for the Parking Management Services agreement.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

56. Question: Other than Attachment 6 - the Disadvantaged Business Enterprise Program Affidavit, are there any other forms or anywhere else in the Proposal ACDBE participation should be detailed or addressed?

*Answer: No, for the proposal, only the Disadvantaged Business Enterprise Program Affidavit (Attachment 6 of the RFP) is required to be submitted.*

57. Question: Has the Scheidt & Bachmann PARCS already been installed? If not, what PARCS manufacturer and when is the expected installation completion date of the S&B PARCS?

*Answer: Installation is in progress and is expected to be substantially complete when a new Port-Parking Operator contract is executed.*

58. Question: After the twelve-month warranty period, does the Port plan on having a service contract with S&B to do any preventative or corrective maintenance as described on page A-5 of exhibit A?

*Answer: Exhibit A details the anticipated division of PARCS maintenance responsibilities between the Operator, PARCS supplier and Port. The Port plans to have a service agreement with the PARCS supplier which would obligate them to provide these Ongoing Maintenance Support Services:*

- *Perform all PARCS software-related maintenance tasks, including all updates and patches required to maintain a secure and up-to-date PARCS software operating environment; and*

*assure that the PARCS software and operating system remain PA-DSS compliant for the duration of the Contract.*

- *Remote Software Support for both PARCS and all 3rd party applications*
- *24/7 Hotline Telephone Support*

59. Question: Who is the manufacturer of the parking and shuttle bus gates (see A-5)?

*Answer: Scheidt & Bachmann supply their own gates.*

60. Question: Are Lots 6, 7 & 8 fully automated via a proximity or AVI system?

*Answer: The Port intends to install gated, card-actuated access control at the OMC Lot and Lot 214 (Lots 6 and 7, respectively). There is no plan to install gated access control at the Neil Armstrong Lot (Lot 8) because there is a manned security guard upstream of the lot access.*

61. Question: Understanding the ACDBE objective for the new agreement is 20.26%, what is the current ACDBE participation % with the current parking operation?

*Answer: There are no ACDBE certified firms participating in the current parking operation.*

62. Question: Does the Port anticipate an increase in the ACDBE percentage in 2018 and going forward?

*Answer: The Port currently does not have information available about the future ACDBE goals. These goals will be included in the next triennial goal and methodology to be published on or about October 1, 2017.*

63. Question: Is the current operator serving as a joint venture with an ACDBE firm?

*Answer: No.*

64. Question: Does the Airport currently have a valet parking service? If so, who is the current valet parking operator?

*Answer: No.*

65. Question: Exhibit B details the FY 2017-18 parking operations budget. Please provide the Port's actual payments to the current parking operator for services rendered over the past 18 months.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document. See page labeled "IS-ALL", rows P thru AC.*

66. Question: Please provide a copy of all parking employee positions as well as their work and staffing schedules.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

67. Question: Please provide a copy of each employee's pay rate and wage history for the past 18 months.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

68. Question: Please provide a two year history of administrative fees or liquidated damages as described in Exhibit F and section 5.3 (page 7) of the agreement and paid by the current operator.

*Answer: No liquidated damages or Administrative fees have been imposed in the last two years.*

69. Question: Please clarify: Item 3dd) on Exhibit D, page D6 indicates cost of crime insurance is not reimbursable. Item 5p) indicates the costs of insurance specified in exhibits M & N are reimbursable. Fidelity and crime insurance is detailed in Exhibit M. Is the cost for fidelity and crime insurance reimbursable?

*Answer: No.*

70. Question: As detailed in Exhibit J, are the Audit Manager, Marketing Coordinator and operations supervisors positions reimbursable to the operator? If so, please provide the amount the Port is reimbursing the current Operator for each these positions.

*Answer: Under the current agreement the Port pays \$543,092 in total compensation for five positions, but we do not know what the compensation by position. However that will change with the new contract.*

71. Question: Attachment 4 only requires the proposers to submit salary information for the General Manager, Assistant General Manager, and Finance and Accounting Manager. Section 4.1, page 4 of the agreement indicates overhead compensation is included for the Audit Manager as well. Should the Audit Manager's salary be added to Attachment 4?

*Answer: RFP Attachment 4 is amended to include compensation for four (4) positions: General Manager, Assistant General Manager, Finance/Accounting Manager and Audit Manager.*

72. Question: Is there a proposal surety bond or similar financial instrument required with this proposal? We notice in III C (page) 12) of the Shuttle/GT RFP one is required in the amount of \$100,000, but do not see a requirement in the parking RFP.

*Answer: Yes, a surety bond is also required for this project. It was added as part of this addendum.*

73. Question: Please provide a copy of the monthly invoice detailing the reimbursable expenses and management fee for the month of June 2017 provided by the current operator as described in sections 4 and 5 of the agreement.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document.*

74. Question: Please provide a copy of the monthly revenue report provided by the current operator for the month of June 2017 as described in section 6.5, page 9 of the agreement.

*Answer: See (RFP No. 17-18/02) Addendum #1 – Attachments corresponding to the question number to view document. See page labeled "Summary Report".*

75. Question: In the agreement section 7.8, please explain, in detail, what is meant by Tolling with regard to audit issues.

*Answer: Proposer should discuss with its own legal counsel. In general, tolling extends the statute of limitations.*

76. Question: What form of written evidence will be provided by the Port declaring that the revenue control system and network is currently PCI Compliant?

*Answer: The new PARCS will meet EMV requirements as well as PCI-DSS requirements. The EMV status will reduce, though perhaps not eliminate the requirement for periodic PCI "scans" and related reports to be performed/provided by a third party contractor. The PARCS supplier is contractually obligated to maintain a PCI-DA compliant application environment, which will be evaluated and reported by the periodic scan. The Operator will be obligated to maintain a PCI-DSS office environment; all of which are designed to provide maximum protection of credit card data.*

77. Question: Is the cost of the third party (QSA) Report On Compliance a budgeted reimbursable expense?

*Answer: Yes.*

78. Question: Are all expenses related to achieving and maintaining PCI Compliance budgeted reimbursable expenses? For example, annual internal and external penetration testing is required for any system that stores credit card data (CCIO). Are these costs a reimbursable expense?

*Answer: Yes.*

79. Question: Who maintains the network? If the network is owned and maintained by the Port, will the Port's IT Department be responsible for addressing vulnerability issues identified in the monthly scans performed by the Approved Scanning Vendor (ASV)?

*Answer: The Airport's IT department will maintain the network. The Port will be responsible for vulnerability issues identified from required periodic scans or assessments, that lie on the Port network side of the firewall separating the Port network from the PARCS environment.*

80. Question: Are credit card fees to be ACH debited from the same bank account that is used for the credit card revenue deposits?

*Answer: No. Credit card fees are debited from contractor's bank account. Credit card revenue is credited to the Port of Oakland's bank account.*

81. Question: Per Exhibit M, Insurance Requirements found in both the Parking Management and Shuttle agreements, is it acceptable to combine primary coverage plus Excess Umbrella (following form) insurance to satisfy the higher limits required?

*Answer: The Port is willing to accept a combination of applicable primary and applicable excess insurance in meeting required liability insurance limits.*

82. Question: Per Exhibit M, Insurance Requirements Clause 6 – Buildings Risk Insurance, is this coverage required? If so, do you have an estimated value of the cost of this construction?

*Answer: Builder's Risk Insurance would be required only in the event there are any construction activities. An estimated value will not be provided at this time.*

83. Question: Please clarify whether OAK will consider a bidder to be qualified and responsive where the bidder presents airport site references which are operated by wholly-owned affiliated or subsidiary companies.

*Answer: Proposers should provide references that they deem best suited to support their proposal to the Port of Oakland.*

84. Question: Please clarify whether OAK will consider a bidder to be qualified and responsive where the bidder is a joint venture of wholly-owned affiliated or subsidiary companies operating as a joint venture and provides airport site references collectively operated by the joint venture.

*Answer: We are asking for references from clients. Please see response to Question #83.*

85. Question: Just to clarify, you do not want proposers to include a revised operating budget (Exhibit B), but expect them, if selected to operate within that budget parameter.

*Answer: Correct. When this contract is executed the Port will be in the middle of a (fiscal) budget year and will not amend its annual operating budget.*

86. Question: Page 11 of 16, Submittal Format, item 4 requires a Transition Plan including a Timeline (item 4e). Our full Transition Plan and Timeline encompasses much more than 16 pages which is the total required limitation for all items 1-8. Would the Port accept a summarized version in order for us to fulfill all the space requirements or consider allowing us to include the Transition Plan as an exhibit separate to the proposal?

*Answer: Yes. A summary version of your proposed Transition Plan should be included in the Submittal. An expanded version may be included as an Appendix and would not count toward the (20) page limit.*

87. Question: Pages 11-12 of 16, Submittal Format, item 5: Will Attachment 4 – Proposal Worksheet be included in the 16 page limit or be outside the page limits as an attachment?

*Answer: The 16 page limit is increased to 20 pages. Attachment 4-proposal Worksheet, and all other Attachment worksheets – will not count toward the 20 page limit.*

88. Question: Please confirm that our Liability Insurance quotes must include all claims and deductibles.

*Answer: The Port will not be responsible for Operator claims costs.*

89. Question: To confirm the 3 manager salaries we are asked to quote in the bid process will be reimbursed by the Port (not to exceed the dollar amount quoted) and their load and benefits will be reimbursed as well, correct?

*Answer: Correct except that there are four management salaries – see response to Question #71 and the revised RFP Attachment 4. The same CPI-based annual change that applies to the Management Fee will apply to the compensation for these positions. The health insurance and workers compensation premiums for the four positions are reimbursed separately, pursuant to Attachment 4.*

90. Question: There is not a place on the price form to quote salaries for managers for the 3 combined operations / services in this bid process– Parking, shuttles and curbside. Where should this be listed?

*Answer: There are to be four management salaries quoted – see response to Question #71. See revised version of RFP Attachment 4.*

91. Question: Some nonunion employees only take dental, life and vision insurance options and do not take the health insurance coverage. Where should we list the prices for these benefits, separate to the health insurance coverage, because there is not a location for this in the price forms in the RFP to quote for these coverages?

*Answer: Premiums for those policies will be treated as reimbursable expenses.*

92. Question: May we include a cover letter outside of page limitations?

*Answer: Yes, but the length of cover letters shall be limited to two pages.*

93. Question: We carry \$100,000,000 in umbrella and excess liability insurance. The policies “drop down” and are written to follow form. Our primary, per occurrence limit on our Commercial General Liability policy is \$1,000,000 and \$2,000,000 in aggregate; for our primary Business Automobile Liability per occurrence limit combined single limit; and our Garage Keeper’s Liability coverage has a \$1,000,000 per occurrence limit. Will the Port allow us to combine our primary policy limit with our excess liability to meet/exceed the required limits of liability?

*Answer: Please see response to Question #18.*

**There are no other questions to RFP No. 17-18/02.**

**Enclosures:**

- F. Attachment 4, Proposal Worksheet – Addendum No. 1
- G. Attachment 12, Proposal Surety Acknowledgement Statement – Addendum No. 1
- H. Attachment 12-A, Letter of Credit – Addendum No. 1
- I. Attachment 12-B, Surety Bond Accompanying Proposal – Addendum No. 1



**RFP No.: 17-18/02, Airport Public Parking 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. 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.

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



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

**Proposed Workers Compensation Rate for Contract Year 1**

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

Public Parking Management Services \_\_\_\_\_ % of actual payroll expense

**Proposed Healthcare Costs for Non-Represented Staff**

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

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

**Proposed Annual Salaries for Senior On-site Parking 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	\$ _____
Audit Manager	\$ _____

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 13. 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 \_\_\_\_\_



## Proposal Surety Acknowledgement Statement

Addendum No. 1

### RFP No.: 17-18/02, Airport Public Parking 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 12-A);**  
or  
 **A Surety Bond in the amount of \$100,000 (Attachment 12-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 R** 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



**RFP No.: 17-18/02, Airport Public Parking Management Services**

**LETTER OF CREDIT**

Irrevocable and Transferable \_\_\_\_\_, 2017

Letter of Credit # \_\_\_\_\_

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

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

Ladies and Gentlemen:

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

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

"I certify that the amount of our drawing is due the Port of Oakland pursuant to the terms of the Request for Proposals for Airport Public Parking Management Services issued by the Port of Oakland."

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

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

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

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

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

Very truly yours,

\_\_\_\_\_  
Authorized Signature and Title



**SURETY BOND ACCOMPANYING PROPOSAL**

Addendum No. 1

**RFP No.: 17-18/02, Airport Public Parking 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 Public Parking Management Services (the "RFP").

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

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

Principal:

\_\_\_\_\_

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

(If Corporation: Chairman, President or Vice President)

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

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

Surety:

\_\_\_\_\_

BY:

\_\_\_\_\_

Attorney in Fact

**END OF DOCUMENT**