



Purchasing Department
530 Water Street
Oakland, CA 94607

August 30, 2017

ADDENDUM No. 1

RFP No. 17-18/03 – Airport Shuttle Bus, Ground Transportation & Curbside 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. Additional modification have been made to the RFP and/or the Agreement for Airport Shuttle Bus, Ground Transportation & Curbside Management Services. See question 21 and 28 for detail.

There are no other changes to RFP No. 17-18/03.

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

1. Question: We have been in business since 1964 and have operated off airport parking lots and shuttle services for 13 medium to large airports around the country. In addition we have worked with Ontario, and LAX Airport within the last 5 years with similar scope of business outlined in the Oakland Airport RFP. Unfortunately we don't have any medium to large scale airports in our current operational portfolio. Are we qualified to submit a proposal to this RFP?

Answer: 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.

2. Question: What kind of GPS, Safety, Drive-cam, and analytics software/hardware is currently provided on the shuttle fleet?

Answer: We use a software package called Ride-Systems, www.ride-systems.com. We use it for vehicle/route and service tracking and monitoring, and related report production. Our five large (40') transit buses are equipped with cameras that monitor drivers, and activity inside and outside of each bus.

3. Question: Would the airport be willing to accept suggestions for upgraded hardware/software for shuttle bus management and analytics?

Answer: Yes

4. Question: Can you provide sample reports from current shuttle operator regarding the data captured and reported to the Airport?

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

5. Question: If we propose on both RFP's can the performance bonding amounts on each bond be reduced?

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

6. Question: You mentioned the possibility of replacing the current shuttle fleet with new vehicles, would it be possible to consult and advise on a different type of vehicle besides an F550 based cutaway due to the high idle of the operation and the known maintenance issues of the F550 in high idle applications?

Answer: We are in the process of placing the order for these vehicles and cannot further delay the procurement. We received abundant input from industry operators on an appropriate vehicle for our operation and the consensus was this vehicle would meet our foreseeable needs.

7. Question: Shuttle insurance requirements – The operator of the shuttle must provide insurance coverages for the Port's shuttle or is the Port providing it? If operator providing it, is it a pass through operating cost or part of our proposed management fee?

Answer: Please see Exhibit M of the agreement. These premiums are one element of the fixed fee proposal. Please see Attachment 4 to the RFP. The Port does buy auto insurance monthly.

8. Question: Can we get copies of current curbside management activity reports mention on page A-II-7 of RFP for the last 6 months if possible?

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

9. Question: Are hourly rates shown on Attachment 13 the current hourly rates? Is this dictated in the bargaining agreement?

Answer: Yes, these are current wages. Hourly rates for represented employees are covered by a collective bargaining agreement.

10. 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.

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

Answer: Exhibit C-1 is the cover sheet to our standard monthly report format. Each monthly invoice is very large, making it impractical to post 12 months of these reports.

12. Question: Please furnish a copy of the current Collective Bargaining Agreement (CBA) in place for shuttle drivers, curbside attendants.

Answer: Please contact Teamsters Local 853 to request a copy the current CBA (both for the Shuttle/Curb Management and Parking Management contracts), Mr. Adolph Felix, Teamster Local 853, 7750 Pardee Lane, Oakland, CA 94621, 510 746 3359

13. Question: Is there any requirement to retain the existing shuttle and curbside 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.

14. Question: What is the amortization schedule for the new shuttles that are to be brought on in the next replacement cycle?

Answer: We anticipate 7 to 8 years.

15. 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.

16. Question: Have there been any service penalties assessed over the course of the contract to the current operator of shuttles and curbside employees?

Answer: Yes, service penalties were assessed in 2013 based on schedule adherence criteria.

17. Question: Is the office space for the shuttle management team provided by the port authority or by the operator?

Answer: The Port provides office space to the Operator on the ground floor of the Oakland Maintenance Center (OMC) building.

18. Question: If the office space is provided by the operator, are there any restrictions as to the size or footprint within the specific area?

Answer: Yes, it is limited based on availability.

19. Question: What are the current shuttle management fees?

Answer: The current annual fixed management fee (profit & overhead) is \$360,568.00

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

Answer: No but the Shuttle Operations: \$47,294.26 per month; GT/Curbside Management: \$13,117.64 per month.

21. 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? Page 19 states 3 vehicles at a minimum & 4 vehicles for the shuttle operation– 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 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."

22. 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 item 5 of Exhibit M. The Port is willing to consider other deductible levels but retains the right to approve or reject any levels over \$25,000.

23. Question: RFP, Article III, Port Policy and Other Requirements, Section B., Living Wage Policy - Please confirm if 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.

24. Question: RFP, Article IV, Submission Requirements – Inasmuch as Proposals are to include comprehensive discussions on Company Qualifications, Knowledge and Experience and Plan and Approach (including but not limited to service enhancements, strategic efficiencies and cost savings, innovative approaches, proposed modifications to Operations Plan/Manual and a Transition Plan), will the Port consider increasing the number of pages from 16, and if so, what is the new page limitation? Further, will the Port consider allowing Appendices/Exhibits to be included in addition to the requisite number of pages?

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.

25. 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.

26. Question: RFP Article VI, Additional Provisions, Section E, Reimbursable Expenses – The 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 will be no change to this contract provision.

27. Question: RFP Article VI, Additional Provisions, Section U., Contract Termination – Will the Port agree to provide the Contractor with notification and a reasonable cure period for any default?

Answer: See Section 25 of the Agreement which contains certain notice and cure periods.

28. Question: Operating Agreement, Article 4.2, Insurance Premiums – Automobile Liability Insurance is a non-reimbursable expense and the premiums therefor are to be included in the Management Fee. Fifteen (15) shuttle vehicles are included in the fleet to be furnished by the Port. During the Pre-Proposal Conference it was stated that only four shuttle vehicles currently are in the daily schedule, that a number of shuttle vehicles will be replaced and that a number of vehicles have been “mothballed”. Cost savings to the Port through reducing the Management Fee can be realized by decreasing the number of shuttle vehicles to be insured. Accordingly, is it possible to reduce the aggregate number of vehicles in the fleet and, if so, what number of shuttle vehicles would be included in the reduced fleet?

Answer: All respondents are hereby directed to reflect propose insurance premiums assuming an operating fleet consisting of the five (5) El Dorado 40' transit buses, and nine 32' cutaway buses.

29. Question: Operating Agreement, Article 9.1, Management Fee and Reimbursement Adjustment – Reference is made therein to the Memorandum of Understanding with the Port and SEIU Local 1021. During the Pre-Proposal Conference, potential Proposers were advised that there is a Collective Bargaining Agreement covering existing employees of the shuttle and curbside management systems with Teamsters Local 853. With respect to existing systems employees:

- a) Please confirm that the CBA is between the current Operator and Teamsters Local 853.

Answer: Yes, it's between the current operator and Teamster Local 853.

- b) Please provide a copy of the current CBA.

Answer: See response to Question 12.

- c) Please advise whether the Port must approve the wages and benefits to be paid under the CBA.

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.

- d) 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: The Port has no direct input to the CBA bargaining process, though contractors understand the need to adhere to the annual operating budget. As a general rule the Port does not amend contractor operating budgets after the Board approves annual operating budgets for its divisions, which are on a fiscal year basis (July to June).

30. Question: Operating Agreement, Article 5, Personnel – Is it correct to assume that Proposers can staff the operation in a manner different from the current staffing?

Answer: Yes, with the concurrence of Port staff.

31. Question: Operating Agreement, Article 12.3, Utilities – This Article appears to imply that costs of cell phones (equipment and service) used in the operation are non-reimbursable. However, Exhibit D, Section 3.1 specifically provides that the costs of purchase and service for two cell phones are reimbursable. Please confirm that Exhibit D is correct.

Answer: Contract Section 12.3 does not discuss reimbursement of cell phones. See Appendix D, page D-3, Section 3.17. This is the expense reimbursement policy for cell phones.

32. Question: Operating Agreement, Article 12.6, Office Equipment and Property – Please furnish a list/description of the office furniture and office equipment which will be provided by the Port.

Answer: Office furniture, landline phones, desktop computers and a networked copier-printer used by the contractor are provided by the Port. The contractor has provided some ink jet printers for certain staff that are not networked and not owned by the Port.

33. Question: Operating Agreement, Article 13.2, Service Vehicles - To ensure a level playing field with the incumbent operator who presumably already has services vehicles, is there a maximum age or mileage requirement for the required service vehicles?

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

34. Question: Operating Agreement, Article 13.6, Two-Way Radios – Is radio air time paid by the Port or a reimbursable expense?

Answer: Yes. These are Port-provided radios and the Port pays for the radio air time.

35. Question: Operating Agreement, Exhibit A-1, Section 8.1, Scope of Work, Fleet – This Section provides that the Port may increase the number of buses. If the Port increases the number of buses, will the Management Fee be increased to cover the additional, non-anticipated cost of insurance covering such additional buses?

Answer: Yes.

36. Question: Operating Agreement, Exhibit A-1, Section 13.5, Scope of Work, Fueling – Is fuel for the service vehicles furnished by the Port or a reimbursable expense?

Answer: See response to Question #21.

37. Question: Operating Agreement, Exhibit A-1, Section 14, Scope of Work, Bus Washing – At the Pre Proposal Conference, it was stated that bus washing is performed on Port property. Is there a dedicated wash facility?

Answer: There is a designated area, but not a designated bus wash facility.

- a) Does the washing station have a working oil/water separator?

Answer: The current contractor subcontracts with a firm to wash buses using a method that captures wash water and does not allow it to reach the storm drain system.

- b) Does Contractor need a permit to utilize the wash drains/sewers?

Answer: See response to Question 37.a

38. Question: Operating Agreement, Exhibit D, Section 5.3, Reimbursement – This Section provides that expenses of repairing damage caused by Operator, et.al., are not reimbursable. Inasmuch as Operator is responsible for all costs, can Operator itself arrange for such repairs or is it mandated that the Port's maintenance provider is to perform/contract with third parties for such repairs?

Answer: Please refer to Exhibit D Item 5.3 – damage caused by contractor employees – it depends on what Port property is damaged and the extent of damage.

39. Question: Operating Agreement, Exhibit D, Reimbursement - Are employee training expenses (wages, taxes, etc.) a reimbursable expense?

Answer: When Contractor employees are required to take training that does not coincide with scheduled shifts, the labor expense for contractor employees is reimbursable.

40. Question: Operating Agreement, Exhibit J, Section 13, Employee Parking – Employee Parking – Shifting the cost of employee parking to the employee would require negotiations with the Union and would be a cost to the Operator, who to be fiscally responsible would have to include it in its Management Fee. This action could make the Operator’s Management Fee more costly and, perhaps, uncompetitive.

Answer: The Port does not currently charge contractor employees to park on-Airport.

41. Question: Will 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: No.

42. Question: How much, if any, has the incumbent operator been assessed in liquidated damages for each of the last three fiscal years?

Answer: Zero

43. 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. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

44. Question: Please provide a copy of a health insurance invoice (including supporting documents) within the last three months paid by the current operator and reimbursed by the Port for the 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 Shuttle Services RFP.

45. 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.

46. 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: The Port currently purchases a \$1,000,000.00 auto liability policy.

47. 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: The Port will not agree

48. Question: Are Proposers required to also submit a Year 1 reimbursable operating budget or only the Management Fee Worksheet highlighted in Attachment #4 of the RFP (the Worksheet includes information for: Profit & Overhead, Insurance Premiums for commercial General Auto Liability, Workers Compensation Rates, Health Costs for Non-represented staff and Annual Salaries for Senior On-Site Staff)?

Answer: Proposers are only required to fill out the forms in RFP Attachment 4.

49. Question: Regarding Section III, Port Policy and Other Requirements, A. Airport Concession Disadvantaged Business Enterprise (ACDBE) Program, please confirm that there is no specific ACDBE goal for this project and that no ACDBE forms are required with our submittal (other than the Attachment #6 Affidavit)?

Answer: There is no project specific ACDBE goal for this project. The Disadvantaged Business Enterprise Program Affidavit (Attachment 6 of the RFP) is required with the submittal. The successful awardee will be contractually required to submit a list of certified ACDBEs that will be utilized by the Operator, in addition to quarterly reporting participation of ACDBEs.

50. Question: Please provide a copy of the current 12-month operating budget and management fees.

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document. See Row 31 for Management fees.

51. Question: Regarding Section IV, Submission Requirements, A. Submittal Format, will the Port consider increasing the proposal page limit from 16 to 30 pages?

Answer: See response to Question #24. The Port agrees to increase the page limit to 20 pages.

52. Question: Please provide a copy of the existing Airport Shuttle Bus, Ground Transportation & Curbside Management service Agreement.

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

53. Question: What Retirement Benefits are currently offered to union and nonunion employees (i.e. 401(k), pension, 457 Plan, retiree medical, retiree life, etc.)?

Answer: Union 401(k) Teamster Trust Plan, Pension-Western Conference of Teamsters' Pension Trust Fund. Please refer to the current CBA for complete information.

Non-Union: ABM-Merrill Lynch. No Pension offered.

54. Question: What is the current employer contribution, vesting schedule and waiting periods for any retirement benefit plans offered?

Answer: Non-Union Member 401K PLAN- 30 Days after hire date.

Union Member: This is all managed by the Teamsters Trust. We think the 401(k) has immediate vesting providing employee works 40 hours per week and Pension Contributions are immediate as well for any amount of hours worked, including part-time. Please refer to the current CBA for complete information.

55. Question: What is the total number of employees - union vs. nonunion – providing current services? Please provide a current staffing chart for these services.

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

56. Question: Is there any current benefit plan design (medical, dental, vision, life and disability insurance) information that can be shared with Proposers?

Answer: Non-Union Members: Kaiser Medical, VSP, Delta Dental Met Life

Union Members: Kaiser Medical, Prudential Life Insurance \$10k, Delta Dental and United Concordia PPO and HMO plans, VSP Vision. The Teamsters Managed Annuity Plan (TMAP) is also a requirement for all Union members electing to not obtain listed benefits. Cost per month equates to the cost of Kaiser Care and is prorated and prorated portion of balance of listed coverage (Life, Dental, Vision). Please refer to the current CBA for complete information.

57. Question: Can the Port provide the employer/employee cost-sharing for health benefits for all coverage tiers?

Answer:

Shuttle and Ground Transportation

Non Union and Union Health & Welfare Coverage and Employee Share

TYPE OF COVERAGE	TOTAL COST	EMPLOYEE CONTRIBUTION	PORT OF OAK CONTRIBUTION
SINGLE	707	-	707
SINGLE + 1	1,089	331	759
FAMILY	1,377	582	796

58. Question: What is the benefit eligibility waiting period (i.e. 0, 30, 60, 90 days) for health benefits?

Answer: Non-Union Member 401K PLAN- 30 Days after hire date.

Union Members: 120 days. Of the 120 days the employer is invoiced for 90 days once the employee becomes eligible. Essentially while the employee has no access to coverage for 120 days of full-time employment, the employer will have to pay the Union for 90 of the those 120 days. Please refer to the current CBA for complete information.

59. Question: Please provide copies of all census related information for the existing employee work group (demographic information specifically employee date of birth, gender, home zip code, current benefit plan coverage tier)?

Answer: The Port cannot obtain that information.

60. Question: Please confirm that all required liability insurance limits can be met by any combination of primary and excess insurance.

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

61. Question: Regarding Section 17.1 Performance Bonds (page 26) - The Operator shall, prior to the Commencement Date, execute and deliver to the Port a Performance Bond, from a surety acceptable to the Port's Port Attorney's Office, substantially in the form attached to this Agreement as Exhibit O, in the penal sums of Six Hundred Thousand Dollars (\$600,000) and shall maintain such Performance Bond in effect during the Operating Term and for six (6) calendar months after the expiration or earlier termination of this Agreement. Please confirm that an annual renewable bond in the amount of \$600,000 is acceptable.

Answer: Yes, if it automatically renews.

62. Question: Regarding Exhibit M - 2.3 - Requires a Fidelity/Crime Bond shall be obtained in an amount not less than Five Hundred Thousand Dollars (\$500,000) and shall be a blanket bond covering all employees. The Fidelity/Crime Blanket Bond shall also include the Port as loss payee; and. Please confirm that a Crime Insurance Policy is acceptable as a Fidelity Bond is no longer commercially available.

Answer: The Port is willing to consider an acceptable Crime Insurance Policy as a means to meet this Fidelity/Crime Bond requirement.

63. Question: Regarding Exhibit M – 2.4 The Port is requiring Operator shall also be responsible for repairing physical damage to the Port's shuttles up to the Port's Automobile physical damage deductible, if such damage is determined to be the fault of the Operator. However, the Operator shall not be responsible for paying for third party bodily injury or property damage liability losses within the Port's Automobile liability insurance deductible. Please provide the deductible limit on The Port's Auto Physical Damage, Comprehensive and Collision policy. Also, please define who and how it is determined who is at fault.

Answer: The Port currently purchases an Auto Liability policy with a \$200,000.00 retention. The Port is not committing to maintain any particular deductible levels through this RFP. Please see responses to questions 45 and 46. It is not practical for the Port to provide a scheme for determining fault.

64. Question: Regarding Exhibit M – 2.4 The Port is requiring The Operator could be responsible for 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 Port's automobile liability limits. In addition, please confirm that The Port is including the Operator as an additional insured, providing a waiver of subrogation in favor of The Operator and will be primary and noncontributory.

Answer: Please see responses to questions 45, 46, and 63. The Port will not include the Operator as an additional insured, nor provide a waiver of subrogation in favor of the Operator, nor will the Port's relevant insurance policies be primary and noncontributory.

65. Question: Regarding Exhibit M – 8 The Port is requiring The Operator shall provide the Port of Oakland with copies of the actual insurance policies if request by The Port. Complete copies of policies contain propriety information (relating to other contracts/customers) which we are not permitted to make public. Please confirm that The Port will accept the certificate of insurance evidencing the required coverage as is typically done in the industry.

Answer: The Port retains the right to request copies of actual insurance policies.

66. Question: In order to obtain Workers' Compensation insurance pricing, will the Port please provide historical loss history preferably for the past 10 years.

Answer: As part of its proposal five years ago, the current contractor bid to pay 5.97% of direct labor for Workers Compensation. The Port does not have the requested loss data.

67. Question: What are the duties/functions of the Accounting Manager position? Who currently handles HR, Payroll and AR/AP duties? Are these duties handled by the management staff (GM, AGM and/or Accounting Manager) or operational staff (reimbursable expense staff)?

Answer: Payroll and AR/AP is handled by the Accounting Manager and a payroll clerk.

68. Question: Is the successful bidder required to enforce the maximum number of cabs per day?

Answer: There is no limit on daily cab volume.

69. Question: Section 9.2 of the Agreement (**Attachment 11**) gives the Port the ability to increase or decrease the Contractor responsibilities to allow the Port the flexibility it needs to renovate and expand Airport facilities.

a) Are any increases or decreases anticipated?

Answer: No significant changes are anticipated.

b) How much notice will be given?

Answer: That is impossible to say as we cannot anticipate what changes to the industry will occur. We will of course advise contractor of any advance knowledge on planned and approved capital facility improvements, as soon as such plans are known. As a practical matter, Operator input would most likely be solicited for planning and design of capital projects that would impact Shuttle and GT Operations.

70. Question: In section IV. Submission Requirements, 7. Litigation and Other information, can you please define investigation as it is used in this paragraph?

Answer: This refers to an investigation by a governmental entity.

a) Does this include personal injury lawsuits or is it related to instances in which there was a commercial lawsuit concerning performance/services issues?

Answer: Yes, include any personal injury lawsuits and any commercial lawsuits.

71. Question: Services Agreement, in section 3.6 Resources, please provide clarity on what is expected in terms of "promoting the use of the Services.":

a) Would the bar on operating a shuttle bus service within 7 miles of the airport apply to Super Shuttle Service or any other operation we have in Northern California? What happens if Compass picks up individuals at OAK?

Answer: There is no geographic exclusion imposed on the Shuttle Bus and GT/Curbside Management contractor. However the geographic exclusion does apply to the Parking Management contractor, which prohibits that contractor from operating an airport-oriented parking facility within 7 miles of the OAK property boundary.

72. Question: Services Agreement, in section 5.1 Health Care Premiums, Will the requirement that the annual increase in health insurance premium not exceed 7% be subject to a change of law provision?
- Answer: No.*
73. Question: Services Agreement, in section 5.2 Worker's Compensation Insurance, how will this rate be calculated? Is it submitted by the contractors? Is it agreed upon by the contractor and the Port?
- Answer: This is a bid item. Please see RFP Attachment 4. Workers Compensation is to billed to the Port as a fixed (bid) percentage of direct labor (wage and salary) expense.*
74. Question: Services Agreement, in section 7.8 Tolling, please clarify that the tolling provision is only applicable if an audit is commenced.
- Answer: That is correct.*
75. Question: Services Agreement, in section 11.2 Removal of Employees, please verify that the requirements of this section must be lawful under applicable law.
- Answer: Per Section 26 of the Agreement, Operator must comply with all laws.*
- a) Please clarify who makes the determination that a operator is operating a vehicles recklessly or in a manner that endanger the safety.
- Answer: The Port and /or the other Operators.*
76. Question: Services Agreement, in section 17.2 Additional Purposes of the Performance Bond, please clarify that claims or debts is limited to claims or debts incurred by the port due to operator's failure to perform.
- Answer: The performance bond is intended to pay for any costs the Port may incur in connection with Operator's obligations under the Agreement, including performance or failure to perform.*
77. Question: Services Agreement, in section 18.1 Indemnification please verify that the requirements of this section must be lawful under applicable law.
- Answer: Per Section 26 of the Agreement, Operator must comply with all laws. See also Section 36.4 regarding Severability.*
- a) In regards to requirement to use counsel acceptable to Port, if the insurance policy requires panel counsel, will the Port accept the panel counsel?
- Answer: The Port will not agree in advance. However, panel counsel may be acceptable.*
78. Question: Services Agreement, in section 25.2 Remedies for Default, C, please clarify if this is in conflict with the requirements of in section 37 of the Services Agreement
- Answer: The Port does not believe there is a conflict.*
79. Question: Services Agreement, in section 37 Waiver of Jury Trial, does this section allow for a bench trial?

Answer: Yes.

80. Question: Services Agreement, Exhibit A-1, in section 10.6; can the Port provide examples of what shuttle bus related projects may be anticipated?

Answer: The most recent example involved input and advice from the current Shuttle Contractor on shuttle fleet replacement, e.g. make/model, capacity, drivetrain, and other options.

81. Question: Services Agreement, Exhibit J, in section 19: Termination of Employee; is there a requirement for Union employees?

Answer: The CBA describes the termination process for union employees. However the requirements for Airport ID badge recovery apply equally to union and non-union employees.

82. Question: Services Agreement, Exhibit L, in section 1.1; please confirm that this 24-hour requirement is within 24 hours of notice to the operator.

Answer: Yes, that is correct.

- a) In section 1.3; in preparing a report of claim to send to the port, will the operator be allowed to use discretion to redact information when a report contains information privileged by the attorney relationship?

Answer: No.

83. Question: Understanding the ACDBE objective for the new agreement is 20.26%, what is the current ACDBE participation % with the current Shuttle/GT operation?

Answer: There is no ACDBE participation in the current Shuttle/GT operation.

84. 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.

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

Answer: No.

86. Question: Please list the ACDBE participants currently operating with the current Shuttle/GT operator.

Answer: There is no ACDBE participation in the current Shuttle/GT operation. See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

87. Question: Please provide the amount the Port is reimbursing the current Operator for the General Manager, Assistant General Manager, and Finance & Accounting Manager.

Answer: Currently the contractor is not obligated to provide these amounts separate from the Management Fee. This will become a requirement under the new contract.

88. Question: Page 2 of Attachment 4 requests the proposed % of worker's compensation. However, in the two budgets detailed in Attachment 12, the budget detailing the shuttle component (page 1) has a 5.91% worker's compensation percentage and the budget detailing the curbside management portion (page 2) has a 9.9% worker's compensation percentage. Are proposers allowed to bifurcate the worker's compensation insurance based upon the two different services or does the Port want the proposer to calculate its average of the two combined services?

Answer: The Workers Comp percentage under the Shuttle Services contract is 5.97%. Please propose separate rates for each contract.

89. Question: Please provide the Port's actual payments to the current parking operator for services rendered along with reimbursed expenses over the past 18 months.

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document. Go to page labeled "Grand Totals" and see Columns S thru AE.

90. Question: Please provide a two year history of administrative fees or liquidated damages as described in Section 8 (page 12) of the agreement and paid by the current operator.

Answer: None have been assessed in the last two years.

91. 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 section 5.3, page 7 of the agreement.

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

92. Question: Please provide an actual monthly report for the month of June 2017 from the current operator providing the information described in section 23 of Exhibit A-1 (page A-1-8).

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

93. Question: Please provide an actual monthly activity report for the month of June 2017 from the current operator summarizing the taxicab and door-to-door shuttle activity as specified in Exhibit A-II and detailed in section 6.1, page 9 of the agreement.

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

94. Question: Please clarify if Port is reimbursing Operator for office furniture, computers and printers. Section 12.6, page 19 of the agreement indicates the Port will reimburse operator for office equipment, computers and printers. Section 13.1, page 20 indicates Operator shall provide and maintain, at its own expenses office equipment. Section 7.7, page 11 indicates Operator shall provide at its expenses a computerized system to maintain all records of services.

Answer: The Port provides office furniture, desktop computers and a networked copier-printer to the current operator.

95. Question: Is the Port or current operator using manufactured system to determine taxi vehicles "first come, first serve" as detailed in item II B3 on page 3 of the RFP?

Answer: No. Taxis are dispatched manually from a Taxi Holding Lot.

96. Question: What type of system does the Port or the current operator use to summon taxi's from the holding lot to the curb?

Answer: Two-way radio system.

97. 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.

98. 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.

99. 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 #98.

100. 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: The RFP does not request Proposers to submit or include revised operating budgets. The Port operates on a fiscal year basis and a new contractor would have to operate within the current budget through June 30th. However Proposers are encouraged to describe strategies to reallocate resources in a manner that would improve operational efficiency and customer service.

101. Page 15 of 21, Submittal Format, item 4(f) requires a full Transition Plan including a Timeline. 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.

102. Pages 15-16 of 21, 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.

103. Please confirm that our Liability Insurance quotes and shuttle insurance quotes must include all claims and deductibles.

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

104. 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. 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 these positions are reimbursed separately, pursuant to Attachment 4.

105. 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: Only list the proposed salaries per manager.

106. 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 individuals electing to obtain dental and vision policy coverages only will be treated as reimbursable expenses for represented employees; and for non-represented employees as long as contractor provides required invoicing. The Port does not reimburse the Operator for employee life insurance premiums, though the Operator often provides that to its employees.

107. Please clarify under the Minimum Qualifications, L, 1. c.) we must have two airports under contract with shuttle and curbside experience during the past 5 years; not two airports with these services for a full 5 years or more, correct?

Answer: That is correct.

108. Please provide a copy of the current shuttle / curbside management agreement.

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

109. The page limitations in the RFP do not allow for us to adequately provide all the requested information. Would you please consider increasing these page limitations?

Answer: See response to Question #102. Please note that the completed RFP Attachment forms that must be submitted will not count toward the (20) page limit.

110. May we include a cover letter outside of page limitations?

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

111. Please provide the last 3 years physical damage claims and payments paid by the current operator for all shuttles.

Answer: There have not been any claims paid for damage caused by the current Operator in the last 36 months.

112. Please provide the passenger capacity of the 2 different bus styles and the condition and mileage of each shuttle

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

113. Please provide the current shuttle and curbside management agreement in place and a history of the management fees paid each year of the term of the contract for shuttles and curbside management

Answer: See (RFP No. 17-18/03) Addendum #1 – Attachments corresponding to the question number to view document.

114. If the Operator is not permitted to place lettering or numbering on the shuttle buses, does that mean the shuttle buses are labeled with the Airport's DOT number and MC number? Would the Operator be driving under the Airport's DOT & MC numbers? If not, we need to be able to label the shuttles or we won't be in DOT compliance.

Answer: The Operator is able to label the shuttle buses with their own DOT and motor carrier information.

115. The Port is requesting that the Operator cover the physical damages to any shuttle. Since the Airport owns the shuttles the only way we can insure vehicles that don't belong to us is if the Airport "leases" them to us for sole and exclusive use for the term of the Agreement. Is this acceptable to the Port?

Answer: Please refer to Exhibit M for insurance requirements.

There are no other questions to RFP No. 17-18/03.