REQUEST FOR PROPOSAL

for

Airport Security Guard Services

18-19/20

PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607
REQUEST FOR PROPOSAL

RFP No.: 18-19/20, Airport Security Guard Services

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

Proposal Information

<table>
<thead>
<tr>
<th>Proposal Title</th>
<th>Airport Security Guard Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Type</td>
<td>Service</td>
</tr>
<tr>
<td>Proposal Number</td>
<td>18-19/20</td>
</tr>
<tr>
<td>Proposal Issued</td>
<td>March 15, 2019</td>
</tr>
<tr>
<td>Department Requesting Services</td>
<td>Aviation Security</td>
</tr>
<tr>
<td>Pre-proposal Meeting</td>
<td>None</td>
</tr>
<tr>
<td>Scheduled Publication Date</td>
<td>March 22, 2019</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>April 18, 2019, until 11:00 a.m.</td>
</tr>
</tbody>
</table>

Instructions for Submitting Proposals

| Submittal Address | Port of Oakland Purchasing Department  
|                  | Attn: Nickulaus Sioson  
|                  | 530 Water Street  
|                  | Oakland, CA 94607 |
| Submittal Copies  | One (1) Original copy clearly marked “Original” and eight (8) Copies marked “Copy” |
| Submittal Envelope Requirements | Proposal must be sealed and have the following information clearly marked and visible on the outside of the envelope:  
|                  | • Proposal Number  
|                  | • Name of Your Company  
|                  | • Address  
|                  | • Phone Number |
| Late Submittals   | Proposals received after the time and date stated above shall be returned unopened to the Respondent. |
How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

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

Questions about the Proposal

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

<table>
<thead>
<tr>
<th>Primary Contact</th>
<th>Nickulaus Sioson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:nsions@portoakland.com">nsions@portoakland.com</a></td>
</tr>
<tr>
<td>Question/RFI Due Date</td>
<td>April 2, 2019, until 4:00 p.m.</td>
</tr>
<tr>
<td>Question/RFI Due Date</td>
<td>Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.</td>
</tr>
<tr>
<td>Response Date</td>
<td>April 5, 2019</td>
</tr>
<tr>
<td>Response Date</td>
<td>All pertinent questions will be responded to via addendum emailed to all prospective proposers and placed on the Port’s website. Proposers who did not receive a copy of the addendum should download it from the Port’s website. See the “How to Obtain Proposal Documents” section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form.</td>
</tr>
</tbody>
</table>

Once the RFP is issued, and until a recommendation for award is made to the Board of Port Commissioners at a public Board of Port Commissioners meeting (or in cases where a recommendation for award does not require a public Board meeting, when Proposers are notified by Port staff of the recommendation for award), each Proposer and its representatives, agents, and affiliates, shall not contact members of the Evaluation Committee, Port staff or the Board of Port Commissioners to discuss or ask questions about the contents of this RFP or the selection process. All questions shall be submitted in writing as described in this RFP. Any inappropriate contact by a Proposer, its representatives, agents, and/or affiliates may result in the Proposers’ proposal being disqualified.
Full Opportunity

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

Title VI Solicitation Notice: The Port of Oakland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Port reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the Port.

John Banisadr,
Port Purchasing Manager
I. Project Overview ............................................................................................................................................. 1
II. Scope of Services ........................................................................................................................................... 2
III. Port Policy and Other Requirements ........................................................................................................ 8
IV. Submission Requirements ......................................................................................................................... 10
V. Evaluation Criteria ....................................................................................................................................... 13
VI. Additional Provisions ................................................................................................................................ 15

Attachments:

<table>
<thead>
<tr>
<th>Title</th>
<th>Must Be Returned with Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Non-Collusion Declaration</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Statement of Equal Employment Opportunity</td>
<td>Yes</td>
</tr>
<tr>
<td>3 RFP Acknowledgement and Signature Form</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Proposal Worksheet</td>
<td>Yes</td>
</tr>
<tr>
<td>5 Port of Oakland Non-Discrimination and Small Local Business Utilization Policy</td>
<td>Yes Attachment 5-A and 5-B are required with the Proposal. (Note: If you are submitting a new Certification Application for preference points, then your completed application is due 7 business days prior to the proposal due date.) Attachments 5-C is required quarterly and 5-D is required after contract award and at final completion of the project.</td>
</tr>
<tr>
<td>A Chart for Submitting Data for Calculation of Preference Points</td>
<td></td>
</tr>
<tr>
<td>B Local Participation Questionnaire</td>
<td></td>
</tr>
<tr>
<td>C Monthly Utilization of Local and Small Business Enterprises</td>
<td></td>
</tr>
<tr>
<td>D Final Utilization of Local and Small Business Enterprises</td>
<td></td>
</tr>
<tr>
<td>6 Non-Discrimination and Small Local Business Utilization Policy Program Affidavit</td>
<td>Yes Attachment 7-A and 7-B are required after contract award.</td>
</tr>
<tr>
<td>7 City of Oakland City Charter §728 Living Wage Information</td>
<td>No</td>
</tr>
<tr>
<td>A Employer Self-Evaluation for Port of Oakland Living Wage</td>
<td></td>
</tr>
<tr>
<td>B Certificate of Compliance—Living Wage</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td>Must Be Returned with Proposal</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>8  Statement of Living Wage Requirements</td>
<td>Yes</td>
</tr>
<tr>
<td>9  Supplier Insurance Requirements (see #11)</td>
<td>No</td>
</tr>
<tr>
<td>10 Insurance Acknowledgement Statement</td>
<td>Yes</td>
</tr>
<tr>
<td>11 Airport Security Guard Services Agreement</td>
<td>No</td>
</tr>
<tr>
<td>(Note: If awarded the contract, the successful Respondent will execute a revised version of the Port’s Airport Security Guard Services Agreement, which will be consistent with the provisions of this RFP.)</td>
<td></td>
</tr>
<tr>
<td>12 Information Required to Comply with California Labor Code Section 2810</td>
<td>Yes</td>
</tr>
<tr>
<td>13 Statement of Adherence to Labor Peace Rule</td>
<td>Yes</td>
</tr>
</tbody>
</table>
I. Project Overview

The Port of Oakland (Port), which owns and operates the Oakland International Airport (OAK), is seeking proposals from qualified contractors to provide routine and on-call security guard services at and surrounding OAK. The selected contractor will perform security responsibilities specified in the Transportation Security Administration (TSA)-approved Airport Security Program (ASP) for OAK. Typical aviation security-related guard assignments include:

a) Inspecting concession products for prohibited items (as defined by TSA) prior to entering the Sterile Area, including visual inspections by hand and/or use of CEIA Electro-Magnetic Inspection Scanners (EMIS)
b) Inspecting Airport employees for dangerous or illegal items at employee access points, including use of hand-held and/or walk-through metal detectors and/or Evolv Edge screening machines (combination millimeter-wave AIT and metal detector)
c) Escorting unbadged contractors in TSA-regulated areas (for short-duration access needs)
d) Performing tool control for contractors working in the Sterile Area
e) Controlling access to airfield gates for construction activities
f) Inspecting vehicles for vehicle-borne improvised explosive devices (VBIEDs)
g) Performing perimeter patrols and fence line inspections
h) Crowd control (in partnership with law enforcement)
i) Monitoring traffic flow / directing traffic, including commercial / ground transportation vehicles

Any failure to perform these services at the highest level can have catastrophic consequences to the safety of the Airport and the nation's aviation system and/or could result in regulatory action by TSA, including significant civil penalties to the Port for failing to comply with federal regulations and the TSA-approved ASP.

The Port may also use Airport Security Guard Services to provide various customer support assignments related to U.S. Department of Homeland Security functions, including:

a) Queue management at TSA checkpoints and in the Federal Inspection Services (FIS) building, including Automated Passport Control (APC) kiosk support
b) Passenger divesting assistance at TSA checkpoints (e.g., instructing passengers what to divest at the front of TSA x-ray machines / magnetometers, based on training provided by TSA)
c) Bin running at TSA checkpoints (i.e., moving divestiture bins from the backside of the checkpoints, where passengers leave them when done with TSA screening, back to the frontside of the checkpoints)

For the past year (approx.), the typical number of weekly guard-hours requested by the Port is as follows:

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Typical Hours per Week (approx.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aviation Security</td>
<td>600</td>
</tr>
<tr>
<td>TSA Checkpoint and FIS (customer service)</td>
<td>500</td>
</tr>
<tr>
<td>Weekly Total</td>
<td>1,100</td>
</tr>
</tbody>
</table>

The number of guard hours per week requested by the Port may vary (with advance notification to the contractor) and are not guaranteed. The total Board-approved operating budget for all guard services (aviation security and customer service) for Port Fiscal Year 2019 is $2,060,000.

Through this RFP, OAK is seeking to establish a three-year contract, plus three possible one-year extensions. Contractors meeting or exceeding the minimum qualifications stated in this RFP are encouraged to submit a proposal.
About the Port of Oakland

The Port of Oakland was established in 1927 and oversees the Oakland seaport, Oakland International Airport, Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is the seventh busiest container port in the U.S.; Oakland International Airport offers over 300 daily passenger and cargo flights; and the Port’s real estate includes commercial developments such as Jack London Square and hundreds of acres of public parks and conservation areas. Together, through Port operations and those of its tenants and users, the Port supports nearly 73,000 jobs in the region and over 827,000 jobs across the United States. The Port is an independent department of the City of Oakland.

II. Scope of Services

Due to the highly regulated security environment at OAK, the guard services requested in this RFP are specialized. Through response to this RFP, prospective contractors must demonstrate their ability to provide exceptionally high-quality guard services in a highly regulated environment where the consequences of not doing so are severe (to the contractor, client, and public). It is anticipated that potential contractors with prior experience at one or more medium- or large-hub airports will be able to articulate such in response this RFP and may receive more points as a result.

A. Minimum Qualifications

To be considered to provide Airport Security Guard Services, contractors must meet the following minimum qualifications to be deemed responsive to this RFP. The Port, at its sole discretion, will review each submission to ensure the contractor meets or exceeds the minimum qualifications and will only forward submissions for qualified contractors to the evaluation committee for review. It is the contractor’s sole responsibility to include sufficient information in its proposal to clearly demonstrate it meets or exceeds the minimum qualifications:

I. Contractor shall have at least 3 consecutive years of verifiable experience within the last 5 years providing one or more of the following types of security guard services:

   a) Provide guard services at a U.S. commercial-service airport regulated by the TSA.

   b) Provide guard services at a hospital or other healthcare facility (1) requiring specialized training and/or certifications of the contractor, the contractor’s project manager, guard supervisors, and/or guards, or (2) where the guard services are regulated and audited by a government agency (other than the hospital / healthcare facility if owned / operated by a government agency).

   c) Provide guard services at a facility owned / operated by a federal, state, or local government agency (1) requiring specialized training and/or certifications of the contractor, the contractor’s project manager, guard supervisors, and/or guards, or (2) where the guard services are regulated and audited by a different local, state, or federal government agency.

II. Contractor shall possess (or have applied for) a Private Patrol Operator (PPO) license issued by the State of California through the Department of Consumer Affairs, Bureau of Security and Investigative Services.

B. Description of Services

In addition to the assignments listed in the Project Overview above (I), the selected contractor may perform the following types of services (this list of potential assignments is not intended to be exhaustive but exemplar):

   a) Providing foot patrol of terminal buildings and other Port facilities to identify suspicious activity, improper escorting, unattended bags, etc.
b) Inspecting and validating airport-issued badges (e.g., using technology such as portable card readers, comparing photos on badges to individuals presenting them, etc.)

c) Responding to emergency or critical / urgent incidents (e.g., to assist Port staff and/or law enforcement control access and/or establish a perimeter

d) Conducting stadium-style (“open and look”) inspections of Airport employees’ personal items such as backpacks, purses, lunch containers, etc.

e) Effectively and efficiently operating a variety of security technology and equipment, such as portable card readers, hand-held and walk-through magnetometers, Evolve Edge screening machines, pole cameras (for vehicle inspections), and CEIA EMIS product inspection machines.

f) Interacting with customers and tenants with the highest level of professionalism and courtesy

g) Communicating in a clear and concise manner when security incidents arise and to conduct / manager day-to-day operations.

I. Compensation and Hours

The Port intends to compensate the selected contractor for all services required under the contract through two (2) All-Inclusive Hourly Rates (AIHRs) that will encompass all labor costs (including benefits), uniforms, Personal Protective Equipment (PPE), other equipment, radios, cell phones, vehicles, vehicle insurance, vehicle maintenance, fuel, training (including training aides), holiday pay, overtime, overhead (e.g., on-site and off-site management personnel, human resources support, recruiting costs, etc.), bagging and training costs, U.S. Customs and Border Protection (CBP) seal / bond costs, profit, and any and all other items necessary to perform the work described in this RFP:

   a) All-Inclusive Hourly Rate per guard-hour and relief guard-hour provided (G-AIHR)

   b) All-Inclusive Hourly Rate per guard supervisor-hour provided (S-AIHR)

The Port will provide the contractor with suitable office space at the Airport at no charge (the contractor will be required to execute the Port’s standard Space/Use Permit prior to occupancy).

Contractors should base their proposed AIHRs on an assumed 1,000 hours per week of guard services (mix of aviation security and customer service assignments), including relief guards (billed at the G-AIHR rate) and guard supervisors (billed at the S-AIHR rate). Contractors must also specify the number of guards (G) (including relief guards) and the number of supervisors (S) envisioned to accomplish the 1,000 hours per week of assigned services. The contractor shall determine the appropriate level of supervision of its guard workforce (i.e., S to G ratio), considering the complexity of the assignments and to ensure the highest quality of guard services required in this RFP.

Once the selected contractor is on-board and providing services at OAK, it is envisioned that the Port’s Aviation Security Department staff and the one or more members of the contractor’s on-site management team (see below) will meet weekly to review guard requests (e.g., generated by Aviation Security and from other Port departments, contractors, tenants, etc.) and assign the 1,000 hours for the subsequent week.

Included in the 1,000 hours are the following fixed assignments (subject to change with notice to the contractor):

<table>
<thead>
<tr>
<th>Assignment / Post¹</th>
<th>Hours (7 days per week)</th>
<th>Staffed Positions on Duty²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concession employee and product inspection – Terminal 1</td>
<td>0345 – 1645</td>
<td>1</td>
</tr>
<tr>
<td>Concession employee and product inspection – Terminal 2</td>
<td>0345 – 1645</td>
<td>1</td>
</tr>
<tr>
<td>TSA Checkpoint Customer Service Support</td>
<td>0445 – 1245</td>
<td>7</td>
</tr>
<tr>
<td>FIS Customer Service Support</td>
<td>1130 – 1930</td>
<td>2 (including 1 supervisor)</td>
</tr>
</tbody>
</table>
1. The Port will assign other security and/or customer service-related assignments (within the scope of the contract) if, after accommodating all guard requests, there is remaining balance of the 1,000 weekly hours.

2. The Port will assign additional positions to these assignments / posts if, after accommodating all guard requests, there is remaining balance of the 1,000 weekly hours.

Guards shall be capable of covering assignments on a 24/7 basis with proper supervision and relief (e.g., some guard requests on some weeks will be to support “after-hours” work at OAK).

The 1,000 hours per week of guard services, including relief guards and guard supervisors, is subject to increase or decrease with notice to the contractor. On any given week, the contractor shall be capable of “flexing up” the number of guard hours it provides by 10% (e.g., in the case of 1,000 hours per week, 100 hours of “flex up”), as needed to accommodate peak needs and as decided upon at the weekly meeting to plan guard assignments and hours for the subsequent week.

In addition to the 1,000 hours per week of guard services, the contractor shall be capable of providing “on call” guard services, up to 4 guards with 4 hours-notice, 24/7 every day of the year including holidays. Only when used, the Port shall pay the contractor for “on call” guard-hours used at the AIHRs described in this RFP.

For special assignments, the Port reserves the right to request a guard supervisor staff the post or handle the assignment (vs. a guard) at the All-Inclusive Hourly Rate for guard supervisors (S-AIHR).

The contractor will be allowed to request an annual increase in the AIHRs over the life of the contract based on a demonstrated increase in cost to the contractor to provide the requested services at OAK, but in no case larger than the change in U.S. Bureau of Labor Statistics Consumer Price Index (CPI) or percent increase in the City of Oakland Living Wage, whichever is greater.

II. On-Site Management Personnel

Contractor shall provide, at a minimum, the following on-site management / leadership positions dedicated exclusively to OAK:

   a) Project Manager
   b) Assistant Project Manager
   c) Training / Scheduling Officer

The Project Manager or Assistant Project Manager shall be available on-site or by telephone to the Port’s Aviation Security Department staff and Airport Duty Managers (ADMs) 24/7 every day of the year.

All costs to provide these on-site management positions shall be included (built into) the AIHRs for guards and supervisors (i.e., the contractor may not bill separately for any costs associated with providing these required positions).

III. Pay / Benefits

All costs associated with salary and benefits described below should be included in the two AIHRs described above (i.e., the only compensation to the selected contractor is via the two AIHRs paid per guard-hour and guard supervisor-hour of services provided to the Port under the contract).

IV. Guards

Due to the need to maintain a skilled and highly trained guard workforce with minimal turnover in a highly competitive job market, minimum pay to guards shall be the greater of (1) $20.00 per hour, (2) any applicable minimum or living wage required by local / state / federal law, or (3) any wage required by applicable union agreements.
V. **Guard Supervisors**

Due to the need to maintain a skilled and highly trained guard workforce with minimal turnover in a highly competitive job market, minimum pay to guard supervisors shall be the greater of (1) $22.00 per hour, (2) any applicable minimum or living wage required by local / state / federal law, or (4) any wage required by applicable union agreements.

VI. **On-Site Management Personnel**

Minimum pay to the required management / leadership positions shall be:

- a) Project Manager: $36.00 per hour (or $74,880 per year)
- b) Assistant Project Manager: $30.00 per hour (or $62,400 per year)
- c) Training / Scheduling Officer: $24.00 per hour (or $49,920 per year)

VII. **Benefits**

Guards and all contractor staff shall receive a comprehensive benefits package, including compensated days off and health benefits as defined in the City of Oakland Living Wage Ordinance and/or any applicable union agreements.

VIII. **Workforce Requirements**

The selected contractor (1) is expected to provide a qualified, reliable, and consistent workforce with a low turnover rate to implement the services described in this RFP and (2) must have sufficient personnel to cover lunches, breaks, vacation, sick leave, holidays, and other employee absences as they occur.

IX. **Guards**

In providing services at OAK, the selected contractor must ensure guards comply with the following requirements:

1. Possess (and have on person at all times while providing services at OAK) valid registration ("guard card") issued by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services, unless otherwise approved in writing by the Aviation Security Manager (e.g., for "guards" providing custom service functions exclusively).

2. NOT possess any weapon while on Airport property, including without limitation firearms, knives, pepper spray, mace, or batons.

3. Be able to distinguish colors and have vision correctable to 20/20.

4. Be able to climb inside and bend under vehicles for inspections.

5. Be able to access construction sites and rooftops using ladders.

6. Work while exposed to outdoor elements such as wind, rain, chill/cold, and aircraft noise.

7. Be able to read and write English.

8. Be able to comprehend and implement / enforce complex post orders and rules / regulations.

9. Be able to understand handling requirements of Sensitive Security Information (SSI).

10. Hold a valid driver license issued by the State of California (selected contractor shall ensure this requirement is continuously satisfied for all guards assigned to work at OAK).
11. Demonstrate right-to-work in the U.S. in compliance with the requirements of the Immigration Reform and Control Act of 1996 (Port reserves the right to inspect employment eligibility verification documents / forms).

12. Be eligible to hold a Security Identification Display Area (SIDA) badge, including a Criminal History Records Check in accordance with 49 CFR 1542.209 and a Transportation Security Administration (TSA) Security Threat Assessment (STA), and U.S. Customs and Border Protection (CBP) seal (see 19 CFR 122.183).

X. Guard Supervisors

In providing services at OAK, the selected contractor must ensure guard supervisor comply with the following requirements:

1. All requirements for guards listed above.

2. Have at least 5 years experience managing or supervising a security guard operation with 8 or more employees across multiple shifts.

3. Be able to fully supervise guards assigned to OAK, monitoring and controlling conduct, demeanor, and appearance of subordinate guards.

4. Be able to monitor subordinate guard’s hours, schedules, and timecards to ensure post coverage and accuracy of timecards.

5. Be able to perform inspections of equipment and technology used in daily operations.

6. In coordination with on-site management, discipline guards who fail to follow post orders, company policies, industry operating standards, etc.

7. Implement guard training and testing programs in accordance with Port requirements and company policies.

XI. Project Manager / Assistant Project Manager

The Project Manager (or the Assistant Project Manager when the Project Manager is unavailable) shall be the contractor’s principle point-of-contact for all operational and administrative matters related to the full scope-of-services required by this RFP, including billing, contract administration, and employee issues. The Project Manager and all other on-site management personnel shall be dedicated exclusively to OAK and shall not be voluntarily changed by the contractor without prior approval of the Port’s Aviation Security Department.

The contractor’s proposed Project Manager and Assistant Project Manager shall have completed and passed Airport Security Coordinator (ASC) training (see 49 CFR 1542.3) before the start of the contract, if selected. On-line and in-person ASC training is offered by Safety & Security Instruction (SSI) and the American Association of Airport Executives (AAAE). Any other training vendor must be approved by the Port.

Additionally, prior to the start of the contract or within 6 months of contract execution, contractor’s proposed Project Manager shall obtain AAAE Airport Certified Employee (ACE) – Security certification.

XII. Equipment and Vehicles

The selected contractor must provide all equipment, except as noted below, to perform the services described in the RFP, including but not limited to uniforms, radios, cell phones, office equipment, training aides, vehicles, etc. The only reimbursement to the contractor for required equipment is
through the All-Inclusive Hourly Rates (AIHRs) described above for actual hours worked by guards, relief guards, and guard supervisors.

The selected contractor shall provide and maintain, at its expense (recaptured only through AIHRs as described above) and in good working condition, 4 new service vehicles dedicated exclusively to the Airport (suitable for accessing construction and off-road environments; make/model to be approved by the Port) to be used primarily to transport supervisor and relief guards to/from fixed and on-call posts as necessary and escort other vehicles inside the Air Operations Area (AOA). Vehicles (parked) may also be used to provide shelter at some on-call posts where guard booths are not provided. The Port has historically required minimal driving patrols (e.g., of sections of fence line).

Vehicles shall remain on the Airport at all times unless otherwise approved by the Aviation Security Manager (e.g., for maintenance, to pick-up supplies, etc.). Additionally, vehicles must display the contractor’s name / logo on the passenger and driver’s doors (min. 50 sq. in. in size), as well as the words “Airport Security” (min. 4 in. letters). Exceptions may be approved by the Aviation Security Manager. All vehicles shall be equipped with a mobile two-way UHF radio (programmed for Port frequencies) and roof-mounted light bar. Vehicles shall have no visible body damage at any time.

The contractor must also provide and maintain, at its own expense (recaptured only through AIHRs as described above) and in good working condition, one two-way hand-held UHF radio (programmed for Port frequencies) per guard, relief guard, and guard supervisor on-duty, considering peak service periods, plus adequate spares (and spare batteries) in the event of a radio malfunction. These radios shall be used primarily for guard, relief guard, and guard supervisor communications with the Airport Operations Center (AOC), Airport Duty Manager (ADM), and Aviation Security staff for routine and urgent / emergency matters. If the contractor requires radio communication among its staff members for its own operational or administrative purposes, the contractor will need to provide its own separate radios, radio frequencies (which may be able to be programmed on the same radios as the Port frequencies), and/or cell phones (but shall not generally occur on Port frequencies).

All personnel and product inspection / screening equipment (e.g., hand-held and walk-through metal detectors, portable card readers, etc.) to be used by the contractor will be provided by the Port.

XIII. Administration


Contractor will develop an Operations and Training Manual to provide basic guidance on policies, procedures, practices, etc. covering all aspects of management and operations at OAK, including but not limited to standards of performance. The manual must also include the Contractor's Quality Assurance (QA) / Quality Control (QC) plan, one component of which must include internal testing of its security guards. The manual must be submitted to the Aviation Security Manager for approval within 30 days after signing the contract with the Port, and all revisions to the manual must be approved in advance by the Aviation Security Manager.

2. Activity Reports

Contractor will create and maintain, at a minimum, the following reports:

i. Daily shift logs / reports by post / assignment (to be maintained by contractor and submitted to Aviation Security Department upon request)

ii. Monthly report detailing, at a minimum, the following topics (due to Aviation Security Department with the contractor's monthly invoice):
   a) Summary of significant incidents
   b) Staffing statistics (FTEs, hours of service provided by type, etc.)
   c) Guards hired in the past month
   d) Guard separated in the past month
   e) Guard discipline in the past month
f) Training / testing summary (by guard and topic)
g) External testing failures and corrective actions
h) Status of corrective actions being implemented or implemented (did it work?)
i) Significant equipment / vehicles issues or damage
j) Guard card and driver license expirations (by guard) in the next 3 months

iii. Incident reports prepared by guards and/or guard supervisors (in real-time following any incident), as requested by the Port

C. Projected Time Line and Length of Contract

The selected contractor is expected to start start services on or about July 1, 2019. The agreement will be a three-year contract (if any), plus three possible one-year extensions not to exceed a total period of 6 years.

III. Port Policy and Other Requirements

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

1. Non-Discrimination and Small Local Business Utilization Policy (NDSLBUP):

   The Port desires to maximize the participation of small local business and has instituted a Non-Discrimination and Small Local Business Utilization Policy (NDSLBUP). The NDSLBUP consists of two parts:

   • Non-Discrimination policy which all Suppliers (Respondents) must adhere to, by providing the enclosed “Non-Discrimination and Small Local Business Utilization Policy Program Affidavit” (Attachment 6) with their proposals
   • Preference points are awarded to small local businesses who qualify under the Port’s definition of a small local business. In order to qualify for preference points, Suppliers (Respondents) must be either certified by the proposal due date or may apply online at: http://srd.portofoakland.com/. The application and any supporting documentation must be submitted to the Port’s Social Responsibility Division seven (7) business days prior to the proposal due date. To apply, please click on the above link and then on the link titled “Register New Company?” and follow the instructions.

A summary of the Port’s Non-Discrimination and Small Local Business Utilization Policy is included herein as Attachment 5. The entire policy is available at: https://www.portofoakland.com/files/PDF/responsibility/00810-FINAL%20Jan2019.pdf

Suppliers already certified with the Port do not need to submit proof of certification, but still need to check the Port’s certification database at: http://srd.portofoakland.com/ to ensure their certification has not expired and must fill out the Chart for Submitting Data for Calculation of Preference Points (Attachment 5-A), and the Local Participation Questionnaire (Attachment 5-B), and submit them with your proposal. All Suppliers (Respondents) must still provide proof of adhering to the Port’s Non-Discrimination policy by submitting the NDSLBUP Program Affidavit.

A copy of the Port-certified Small Local Business Enterprises can also be downloaded at: http://srd.portofoakland.com/

For questions or assistance regarding NDSLBUP, contact Ms. Lila Zinn, Contract Compliance Supervisor, (510) 627-1485, at the Port’s Social Responsibility Division, or lzinn@portoakland.com.
2. **Insurance Requirements:**
   All Respondents who plan on submitting a proposal in response to this RFP must meet the Port’s Insurance requirements clause contained in Exhibit I of the Airport Security Guard Services Agreement (Attachment 11) and must provide proof of insurance at the time of project award. Respondents must include a statement (Attachment 10) with their proposal agreeing to the Port’s insurance requirements and indicate they will be able to obtain the proper insurances at the time of project award.

3. **Security Sensitive Information:**
   By submitting a proposal, Respondent acknowledges that in the course of performing services under the Agreement, the selected contractor will come into possession of sensitive information subject to Port of Oakland regulation. The selected contractor will be required to comply strictly with the Port of Oakland’s policies and practices for sensitive information.

4. **Living Wage Policy:**
   On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland, and San Jose area. The current Living Wage rate as of July 1, 2018 is at least $13.75 with credit given to the employer for the provision to covered employees of health benefits, and $15.78 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than $50,000 and that employ more than 20 employees who spend more than 25% of their time on Port-related work. §728 also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the Respondent will be required to fill out the attached Employer Self-Evaluation for Port of Oakland Living Wage Form (see Attachment 7-A) and Certificate of Compliance—Living Wage (see Attachment 7-B) and return them to the Social Responsibility Division. (i.e., do not include these forms in with your proposal). For more information, please call Connie Ng-Wong in the Port of Oakland’s Social Responsibility Division at (510) 627-1390.

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

   For at least 90 work days after the commencement of the Airport Security Guard Services Agreement, the operator must retain existing guard employees who have been performing these duties for at least 90 calendar days prior to the commencement of the Agreement, unless such employees are terminated for cause. If the operator has a reduced number of employees than that of the prior operator, then the existing employees shall be offered employment based upon seniority using a combined seniority list.

5. **Port’s Airport Security Guard Services Agreement:**
   Submission of a proposal will confirm that the Respondent fully understands the provisions of the Port’s Airport Security Guard Services Agreement (Attachment 11) which will be revised as necessary to be consistent with the provisions of this RFP, and will execute such revised agreement if awarded the contract. Any objections to any provisions in the Port’s Airport Security Guard Services Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged.
6. **California Labor Code Section 2810 (Requirements for contracts for Construction, Farm Labor, Garment, Janitorial, Security Guard, or Warehouse Services.):**

   Respondent must demonstrate cost including compensation for select services (listed above) is sufficient to assure the Port’s compliance with California Labor Code Section 2810, which prohibits agencies and companies from entering into services contracts that do not provide for wage and benefits mandated by law, which may include the Living Wage law and minimum wage laws. Therefore, if your cost proposal does not include sufficient funds to provide the legally-required wage and benefits, your proposal will be evaluated negatively. (See [Attachment 12](#), which must be completed and submitted with your proposal.)

7. **Labor Peace Rule:**

   The successful Respondent must fully adhere to the Labor Peace Rule set forth in Article 9.5 of the Airport Security Guard Services Agreement in [Attachment 11](#) to this RFP, which requires, among other things, that the successful Respondent provide evidence of a Labor Peace Agreement within (a) 21 days after receiving a Notice of Award or (b) prior to executing the Airport Security Guard Services Agreement, whichever is sooner. As described further in the Labor Peace Rule, a Labor Peace Agreement means a written and signed agreement between the successful Respondent and a Labor Organization that prohibits a Labor Organization, its members, and any employees represented by the Labor Organization from engaging in any Labor Disruptions: (a) during any organizing, membership drive, or negotiation of a collective bargaining agreement; and (b) in the case where the Labor Organization has entered into a collective bargaining agreement with the successful Respondent, during the entire Term of the Agreement. All Respondents must complete [Attachment 13](#) (Statement of Adherence to Labor Peace Rule) and return it with their Proposal.

IV. Submission Requirements

Please respond to the following 8 submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirements of the RFP. The Port will use your responses to objectively determine your capabilities and experience. Please label your responses 1 through 8, in the order presented below. Please limit your total response to the number of pages indicated below (excludes the required attachment forms provided with this RFP).

**Submittal Format:**

Responses may not be longer than 30 pages (one sided or 15 pages double sided), printed on 8½” x 11” paper and formatted in no smaller than 10-point font. Each section shall be labeled according to the sections below. All submitted material must be bound with only **one staple or binder clip** in the upper left corner. **Please no binders or any other type of binding.**

1. **Company Information:**

   Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and names and titles of key management personnel, and a brief history of your company. Provide a brief statement of who is authorized to submit the proposal on the behalf of your company. Please make sure that person signs and dates the statement. If your company is making any exceptions to the Port’s Airport Security Guard Services Agreement ([Attachment 11](#)) and/or this RFP, they must be clearly set forth in your proposal and noted in this section. Exceptions are discouraged and may result in lower evaluation points during the Port’s evaluation of your proposal.

2. **Minimum Qualifications:**

   Submit, at a minimum, the following supporting documentation identifying how your firm meets or exceeds the minimum qualifications set forth in Section II.A of this RFP. It is the contractor’s sole responsibility to provide sufficient information in this section of its proposal to clearly demonstrate it meets / exceeds minimum qualifications.

   a. Provide references that can verify contractor’s years of required experience at an airport, hospital / healthcare facility and/or government agency, including the full name, title,
airport / company / agency name, address, telephone number, and email address of the company / agency representative who provided direct oversight and supervision of the contractor.

b. If required minimum experience (years) is at a hospital / healthcare facility and/or government agency, explain in detail how the services provided by contractor (1) require specialized training and/or certifications of the contractor, the contractor’s project manager, guard supervisors, and/or guards, or (2) are regulated and audited by a government agency (other than your client reference if your client is a government agency).

c. Submit current copy of contractor’s Private Patrol Operator (PPO) license issued by the State of California (license may be scanned and reduced; it does not need to be on a full 8½” x 11” sheet of paper; however, all pertinent information must be legible).

3. **Knowledge and Experience:** Provide relevant information about your company’s knowledge and experience in providing guard services of a similar size, scope, and complexity as those described in this RFP. Prospective contractors should elaborate on their experience described in Minimum Qualifications and provide additional details, experience, examples, etc. that clearly demonstrate the contractor’s expert knowledge and experience in providing the services requested in this RFP. Prospective contractors may qualify for additional points for pertinent knowledge and experience beyond the Minimum Qualifications, including airport-specific knowledge/experience and knowledge/experience at more than one U.S. commercial-service airport regulated by TSA (demonstrating breadth of experience). Prospective contractors should include, at a minimum, the following information in this section:

   a. Provide example(s) and relevant information about contractor’s knowledge / experience working in a highly regulated environment such as an airport (e.g., types of services performed, what aspects are regulated, standards guards must achieve and consequences of failure, testing and audit experience, etc.). For each example, provide reference information described in Section IV.2.a above.

   b. Provide example(s) and relevant information about contractor’s experience providing on-call security guard services (with short advance-notice, such as 4 hours or less). For each example, provide reference information described in Section IV.2.a above.

   c. Identify (by name) and describe background / experience of the contractor’s proposed project manager. Include, at a minimum, relevant qualifications, educational background, and tenure with the company.

   d. Describe your company’s current active involvement / participation in security guard and aviation professional organizations such as Airports Council International-North America (ACI-NA) (e.g., its Public Safety and Security Committee), Airport Law Enforcement Agencies Network (ALEAN), American Association of Airport Executives (AAAE), etc. Active involvement / participation in these types of organizations is desirable and demonstrates your company’s commitment to learning about, staying engaged and up-to-date in, and supporting the industry, and demonstration of such may result in additional points being assigned.

4. **Plan and Approach:** Describe in detail how your company will provide guard services at OAK at or exceeding the requisite quality described in this RFP, including at least the following information:

   a. Describe your company’s overall approach to providing guard services and related activities described in Section II.A and Section II.B of this RFP. Include a discussion on (1) your company’s mission statement or philosophy in providing high-quality guard services to clients in highly regulated environments, (2) how your company intends to provide the requested services at the highest possible level of quality, (3) your firm’s understanding of the consequences of non-compliance with regulations / post orders, (4) assignment of work responsibilities among your company’s team
members assigned to OAK, and (5) how you envision working with the Port’s Aviation Security Department to achieve the highest level of security and customer services at assigned posts.

b. Describe your company’s plans and procedures to ensure timely response to “on call” (short advance-notice) guard requests as described in Section II.B, “Compensation and Hours.”

c. Describe your company’s recruiting / hiring process.

d. Describe your company’s guard retention plan / program.

e. Describe your company’s training program for (at a minimum) the following positions: guards, guard supervisors, and the contractor’s on-site management / leadership positions. For guards and guard supervisors, include a description of how your company trains these individuals to effectively use of screening / inspection equipment such as hand-held and walk-through metal detectors.

f. Describe your company’s quality assurance (QA) and quality control (QC) plan. It must include elements of non-punitive (training) and punitive (discipline) testing of guards on post orders. Describe if the company uses a third-party auditor (at no cost to the Port), and how frequently, and/or any other innovative methods to ensure the highest quality of guard services in a highly regulated environment. If a third-party auditor is used, does the company intend share raw or summarized results with the Port? If used, what would the third-party auditor be auditing? How will the QA/QC plan minimize the possibility of guard complacency?

g. Describe technology, assets, and/or any other innovative plan/approach that provides your company with a competitive edge or advantage.

h. Provide your company’s proposed staffing plan to accomplish the Description of Services in Section II.A and Section II.B above. The prospective contractor must include the number of guards (G) (including relief guards) and the number of supervisors (S) envisioned to accomplish the 1,000 to 1,100 hours per week of assigned services (with “flex up”) plus on-call services, if needed. Failure to provide this data (G and S) may result in your company receiving 0 points in the Proposed Costs evaluation criteria described below.

5. Proposed Costs: Refer to Section II.B (Description of Services), “Compensation and Hours.” Using the Proposal Worksheet in Attachment 4, specify your company’s proposed (1) All-Inclusive Hourly Rate per guard-hour and relief guard-hour provided (G-AIHR) and (2) All-Inclusive Hourly Rate per guard supervisor-hour provided (S-AIHR). Prospective contractors should base their proposed AIHRs on an assumed 1,000 hours per week of guard services (mix of aviation security and customer service assignments), including relief guards (billed at the G-AIHR rate) and guard supervisors (billed at the S-AIHR rate).

As previously described, the Port intends to compensate the selected contractor for all services required under the contract through these two AIHRs that will encompass all labor costs (including benefits), uniforms, Personal Protective Equipment (PPE), other equipment, radios, cell phones, vehicles, vehicle insurance, vehicle maintenance, fuel, training (including training aides), holiday pay, overtime, overhead (e.g., on-site and off-site management personnel, human resources support, recruiting costs, etc.), badging and training costs, U.S. Customs and Border Protection (CBP) seal / bond costs, profit, and any and all other items necessary to perform the work described in this RFP.

Required on-site management personnel will not be reimbursed at an hourly rate but must be “included in” the company’s proposed (1) All-Inclusive Hourly Rate per guard-hour and relief guard-hour provided (G-AIHR) and (2) All-Inclusive Hourly Rate per guard supervisor-hour provided (S-AIHR).

Note required minimum compensation and benefits for guards (including relief guards), guard supervisors, and on-site management personnel. Throughout the contract period, the selected
contractor will be required to comply with the greater of (1) the minimum compensation and benefits required by this RFP, (2) any applicable minimum or living wage required by local / state / federal law, or (3) any wage required by applicable union agreements.

Prospective contractors must demonstrate cost, including compensation to guard employees, is sufficient to assure the Port’s compliance with California Labor Code section 2810, which prohibits agencies and companies from entering into security guard contractors that do not provide for wage and benefits mandated by law, which may include the City of Oakland Living Wage law. See Attachment 12.

6. **Debarment Statement:** Provide a written statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and date your statement. If your company has been debarred, you will need to provide background information and the reason(s) for the debarment. Provide the name and contact information for the agency that debarred your company. The Port must review the reason(s) and duration for the debarment before it can determine if your company can be considered for this project.

7. **Litigation and Other Information:** Provide information describing any litigation, arbitration, investigations, or any other similar actions that your company, its principals, directors, and/or employees have been involved in during the last five (5) years relating to your company’s services. Please list (a) name and court case or other identification number of each matter, (b) jurisdiction in which it was filed, and (c) outcome of matter (e.g. whether the case is pending, a judgment was entered, a settlement was reached or the case was dismissed). The Port will review the reason and timing of the action before it can determine if your company can be considered for this project. Failure to provide the litigation information may disqualify your proposal.

8. **Required Forms and Adherence to Port Policy and Other Requirements:** The Respondent must fill out all forms included in this RFP (listed under the “Attachments” section and marked with a “Yes” in the column titled “Must Be Returned with Proposal”), and return them with your proposal. By returning the listed forms, your company is supporting and agreeing to the Port Policy and Other Requirements (listed in Section III, “Port Policy and Other Requirements” of this RFP). Failure of the Respondent to provide any of the required forms may result in your proposal being rejected for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

**V. Evaluation Criteria**

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

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

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<th>Item</th>
<th>Criteria</th>
<th>Weights</th>
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<td>Minimum Qualifications</td>
<td>Pass/Fail</td>
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<td></td>
<td>As evidenced in response to Item 2 of the Submittal Requirements section. Proposals from Respondents that do not or cannot demonstrate they meet the minimum qualifications requirements listed in this RFP will not be forwarded to the evaluation committee for review.</td>
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B. Evaluation Weights

<table>
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<th>Item</th>
<th>Criteria</th>
<th>Weights</th>
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<tr>
<td></td>
<td>Adherence to Port Policy and Other Requirements and Debarment Statement</td>
<td>Pass/Fail</td>
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<td>Proposals from companies who have not or will not adhere to the Port Policy and Other Requirements or who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Items 6 and 8 of the Submission Requirements section.)</td>
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<td>Company Information, Past Experience, Client References, Litigation and Other Information, and Required Forms</td>
<td>5%</td>
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<td>Respondent’s capacity to provide professional service as evidenced by past performance, company information, reference checks, litigation and other information, and required forms. (Items 1, 2.a / 3.a / 3.b, 7, and 8 of the Submission Requirements section.)</td>
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<td>2</td>
<td>Knowledge and Experience</td>
<td>25%</td>
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<td>Respondent’s knowledge and experience in providing Airport Security Guard Services as evidenced from your response to Item 3 of Submission Requirements section.</td>
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<td>3</td>
<td>Plan and Approach</td>
<td>35%</td>
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<td>As evidenced from your response to Item 4 of the Submission Requirements section.</td>
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<td>4</td>
<td>Proposed Costs</td>
<td>20%</td>
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<td>As evidenced from your response to Item 5 of the Submission Requirements section, and as provided on the Proposal Worksheet.</td>
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<td>5</td>
<td>Non-Discrimination and Small Local Business Utilization Policy Does your company meet the Port’s definition of Small Local Business? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port’s definition of Small Local Business, and award qualifying companies up to the maximum 15 points.</td>
<td>15%</td>
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<td>Total</td>
<td>100%</td>
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B. Selection Procedure:
All proposals received by the deadline which meet the RFP’s requirements will be presented to the evaluation committee comprised of Port of Oakland staff and possibly external members. The evaluation committee will evaluate the proposals and score all submissions according to the evaluation criteria above. The selection process will include panel interviews for the top scoring submissions. Panel interviews will be tentatively held on Monday, April 29, 2019. Firms are encouraged to save-the-date should they be invited to panel interviews. The selection process may include interviews (at the discretion of the evaluation committee) for the top-scoring submissions. If interviews are to take place, the Port will notify the top scoring Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

VI. Additional Provisions
The terms “Company”, “Consultant”, “Contractor”, “Proposer”, “Respondent”, “Seller”, “Supplier”, and “Vendor” whenever appearing in this RFP or any attachments, are used interchangeably to refer to the company or firm submitting a proposal in response to this RFP.

A. Port’s Legal Name and Jurisdiction
The Port of Oakland (the “Port”) is legally known as the City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners. The Port is an independent department of the City of Oakland. The Port has exclusive control and management of all Port facilities and properties. Port facilities and properties consist of marine terminals, a railway intermodal terminal and container storage areas (collectively, the “Seaport”); the Oakland International Airport (the “Airport”); and commercial and industrial land and properties (collectively, “Commercial Real Estate”); and other recreational land, other land, undeveloped land, and water areas, all located in Oakland, CA. The Port issues Purchase Orders under the name Port of Oakland.

B. Ownership of Proposal
All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of Port, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent does not make specific reference to data that is considered “confidential” and proprietary, submission of an RFP constitutes the Respondent’s express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty-free license to the Port for copyright, patent, or other intellectual property right (collectively referred to as “intellectual property”), and (b) agreement that the Port may use any such intellectual property without charge for any lawful purpose in connection with other Port development projects, including without limitation the creation of derivative works and issuance of sublicenses.

C. Deadline for Receipt of Proposal
Proposals must be sealed and delivered to the Submittal Address listed in the Request for Proposal (RFP) no later than the time specified in the RFP. The Port will place a clock (“Clock”) in a conspicuous location at the place designated for submittal of Proposals. For purposes of determining the time that a Proposal is submitted, the Clock shall be controlling (unless at the time of the receipt the Clock malfunctions, then the Port’s clock on its network phone system shall be controlling). The Port suggests that Proposals be hand delivered to the Submittal Address in order to ensure their timely receipt. Any Proposals mailed via an express mail service, US Postal Service, or other courier service shall not be considered timely received until date and time stamped by the controlling Clock. Any Proposals received after the time stated (regardless of the cause of the delay, including whether caused by the express mail service, US Postal Services, other courier service, or the Port’s mail handling personnel) shall not be opened and shall be returned, sealed, to the Proposer.

D. Public Records Act
Under the Public Records Act (Gov. Code § 6250 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions
submitted during the Request for Proposal process. However, such disclosure shall not be made prior to the date on which the Port publishes a final Board agenda report recommending award of the contract. Any trade secrets or proprietary financial information, which a Respondent believes should be exempted from disclosure, shall be specifically identified and marked as “CONFIDENTIAL”. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

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

E. **Indemnification**
If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in the Airport Security Guard Services Agreement. See Section 16 of the Port’ Airport Security Guard Services Agreement (Attachment 11).

F. **Reimbursable Expenses**
All expenses incidental to performing Consultant’s Basic Services including, but not limited to, overtime, reproduction of documents and other materials associated with Respondent’s deliverables and presentation materials; reproduction of construction contractor’s submittals; reproduction of Design Completion Consultants’ submittals; transportation and subsistence; telephone, computer, facsimile, or other similar costs; and the like, shall be included within the Contract Price.

G. **Port’s Right to Modify**
Respondents are advised that the Port has not incurred any obligations or duties in soliciting this Request for Proposals. The Port, at its sole discretion, reserves the right to reject any or all proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP; to request new RFPs or pursue any other means for obtaining the desired services; to waive any informalities or minor irregularities in the RFP, and other inconsequential deviations from the RFP’s requirements. The Board of Port Commissioners retains the right to award this project in part or in total to the Respondent(s) of its choice, and to decide to undertake the project or to terminate the project at any time prior to approval of a formal contract.

H. **Conflicts of Interest**
By submitting a proposal, the Respondent represents that it is familiar with Section 1090 and Section 87100 et seq. of the California Government Code, and that it does not know of any facts that constitute a violation of said sections in connection with its proposal. Respondent also represents that its proposal has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, which Respondent believes any member of the Port, or other officer, agent or employee of the Port or any department presently has, or will have, in any agreement arising from this RFP, or in the performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute ground for rejection of the proposals or termination of any agreement by the Port for cause. Respondent agrees that if it enters into a contract with the Port, it will comply with all applicable conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

I. **Cost of Preparing a Response**
All costs for developing a response to this RFP and attending any proposal meetings or selection meetings are entirely the responsibility of the Respondent and shall not be chargeable to the Port.
J. **Law Compliance**
The Respondent must comply with all laws, ordinances, regulations and codes of the Federal, State, and Local Governments, which may in any way affect the preparation of proposals or the performance of the contract.

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

L. **Proposal Considerations and Legal Proceeding Waiver**
The Port has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered the party submitting a proposal waives the right to bring legal proceedings challenging the Board of Port Commissioners choice of the award.

M. **False Statements**
False statements in a proposal will disqualify the proposal.

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

O. **Grade of Service**
The Respondent must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

P. **The Respondent’s Liability**
The Respondent shall be responsible for any and all damages to the Port’s premises resulting from the negligent acts or willful misconduct of the Respondent’s agents or employees.

Q. **Amendments**
The Port may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The Respondents are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The Port shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or requests for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

R. **Withdrawal or Modification of Offers**
The Respondent may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

S. **Acceptance**
Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the Port based on initial submission with or without discussions or negotiations.

T. **Representations**
No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Respondent must rely solely on its own independent assessment as the basis for the submission of any offer made.

U. **Award Consideration and Length of Contract**
The Port shall not be bound to accept the lowest-quote fee and will award the contract (if any) to the company/firm selected through the competitive process (and any subsequent interviews) outlined in this RFP.
The Port intends to award a three-year contract (if any) and will have the option to issue three (3) one-year extensions not to exceed a total period of 6 years (at the costs quoted in this proposal, subject to escalation as noted).

V. **Contract Termination**
The Port may terminate the agreement (and or contract) with the Respondent on thirty days notice for the failure of the Respondent to comply with any term(s) of the agreement/contract between the Port and the Respondent.

W. **Protest Procedures**
Any party that has timely submitted a responsive proposal that contends or claims that the Port’s proposed award of the subject contract fails to comply with the Port’s rules and regulations or with law must file a protest in accordance with the provisions set forth below:

1. Any protest must be submitted in writing to Daria Edgerly, Secretary of the Board, and received by the Port no later than 5:00 p.m. by the third (3rd) business day following publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued).

2. The protest must include the name, address and telephone number of the person representing the protesting party.

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

Any protest not conforming to the foregoing shall be rejected by the Port without recourse.
RFP No.: 18-19/20, Airport Security Guard Services

(To Be Executed by Proposer and Submitted with Proposal)

I, ______________________________________________________, declare as follows:

That I am the ______________________ of ________________________________, the party making
the attached proposal; that the attached proposal is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation; that the proposal is
genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any
other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the
proposer has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any
overhead, profit, or cost element of the proposal price, or that of any other proposer, or to secure any
advantage against the public body awarding the contract of anyone interested in the proposed contract;
that all statements contained in the proposal are true; and further, that the proposer has not, directly or
indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or
divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation,
partnership, company, association, organization, proposal depository, or to any member or agent thereof
to effectuate a collusive or sham proposal.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership,
joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents
that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is
ture and correct.

Executed this ___________ day of __________________________, 201__, at
____________________________, __________

_______________________________________
Signature

Authority: Public Contract Code 7106
CCP 2015.5

RFP 18-19/20, Attachment 1
Statement of Equal Employment Opportunity

RFP No.: 18-19/20, Airport Security Guard Services

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

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

__________________________________________
Signature

__________________________________________
Print Name

__________________________________________
Title

__________________________________________
Date
RFP No.: 18-19/20, Airport Security Guard Services

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, proposes to enter into a contract with the Port of Oakland to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement:
The following addendum (addenda) is (are) acknowledged in this RFP: _________________________

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.
3. I represent that I am familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that I do not know of any facts that constitute a violation of said Sections in connection with the proposal.

Respondent’s Name and Title: ____________________________________________________________

Company Name: ________________________________________________________________

Address: ________________________________________________________________

Telephone: __________________________ Fax: __________________________

Email: __________________________ Cell Number: __________________________

Contractor License # (if applicable): _________ Expiration Date: __________________________

Federal Tax Identification Number: __________________________

Authorized Signature: __________________________ Date: __________________________

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

Reason: ________________________________________________________________

________________________________________________________

Company: __________________________ Address: __________________________

Name: __________________________ Signature________________________ Date: __________

RFP 18-19/20, Attachment 3
RFP No.: 18-19/20, Airport Security Guard Services

Refer to Section II.B (Description of Services), “Compensation and Hours.” Using the Proposal Worksheet in this, specify your company’s proposed (1) All-Inclusive Hourly Rate per guard-hour and relief guard-hour provided (G-AIHR) and (2) All-Inclusive Hourly Rate per guard supervisor-hour provided (S-AIHR). Prospective contractors should base their proposed AIHRs on an assumed 1,000 hours per week of guard services (mix of aviation security and customer service assignments), including relief guards (billed at the G-AIHR rate) and guard supervisors (billed at the S-AIHR rate).

The Port intends to compensate the selected contractor for all services required under the contract through these two AIHRs that will encompass all labor costs (including benefits), uniforms, Personal Protective Equipment (PPE), other equipment, radios, cell phones, vehicles, vehicle insurance, vehicle maintenance, fuel, training (including training aides), holiday pay, overtime, overhead (e.g., on-site and off-site management personnel, human resources support, recruiting costs, etc.), badging and training costs, U.S. Customs and Border Protection (CBP) seal / bond costs, profit, and any and all other items necessary to perform the work described in this RFP.

Required on-site management personnel will not be reimbursed at an hourly rate but must be “included in” the company’s proposed (1) All-Inclusive Hourly Rate per guard-hour and relief guard-hour provided (G-AIHR) and (2) All-Inclusive Hourly Rate per guard supervisor-hour provided (S-AIHR).

Note required mimimum compensation and benefits for guards (including relief guards), guard supervisors, and on-site management personnel. Throughout the contract period, the selected contractor will be required to comply with the greater of (1) the minimum compensation and benefits required by this RFP, (2) any applicable minimum or living wage required by local / state / federal law, or (3) any wage required by applicable union agreements.

Provide pricing for all cost categories identified / listed, including any additional factors that would be required for your firm to provide the services listed in this RFP:
**RFP No.: 18-19/20, Airport Security Guard Services**

1. **All-Inclusive Hourly Rate per guard-hour / relief guard-hour provided (G-AIHR)**

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cost per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Guard Wage</td>
<td></td>
</tr>
<tr>
<td>B. Health Insurance</td>
<td></td>
</tr>
<tr>
<td>C. Uniforms</td>
<td></td>
</tr>
<tr>
<td>D. Equipment</td>
<td></td>
</tr>
<tr>
<td>E. Vehicles</td>
<td></td>
</tr>
<tr>
<td>F. Training</td>
<td></td>
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<tr>
<td>G. Administration</td>
<td></td>
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<tr>
<td>H. Management</td>
<td></td>
</tr>
<tr>
<td>I. Overhead</td>
<td></td>
</tr>
<tr>
<td>J. Profit</td>
<td></td>
</tr>
<tr>
<td>K. Other: __________</td>
<td></td>
</tr>
<tr>
<td>L. Other: __________</td>
<td></td>
</tr>
<tr>
<td>M. Other: __________</td>
<td></td>
</tr>
<tr>
<td>N. Other: __________</td>
<td></td>
</tr>
</tbody>
</table>

**All-Inclusive Hourly Rate per guard-hour / relief guard-hour provided (G-AIHR) (sum A through N)**

---

Company Name: ____________________________

Respondent Signature: ____________________________ Date: ____________________________
RFP No.: 18-19/20, Airport Security Guard Services

2. All-Inclusive Hourly Rate per guard supervisor-hour provided (S-AIHR)

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cost per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Guard Supervisor Wage</td>
<td></td>
</tr>
<tr>
<td>B. Health Insurance</td>
<td></td>
</tr>
<tr>
<td>C. Uniforms</td>
<td></td>
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<tr>
<td>D. Equipment</td>
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<td>E. Vehicles</td>
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<td>F. Training</td>
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<td>G. Administration</td>
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<td>H. Management</td>
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<td>I. Overhead</td>
<td></td>
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<tr>
<td>J. Profit</td>
<td></td>
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<tr>
<td>K. Other:</td>
<td></td>
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<tr>
<td>L. Other:</td>
<td></td>
</tr>
<tr>
<td>M. Other:</td>
<td></td>
</tr>
<tr>
<td>N. Other:</td>
<td></td>
</tr>
</tbody>
</table>

**All-Inclusive Hourly Rate per guard supervisor-hour provided (S-AIHR) (sum A through N)**

Company Name: ____________________________

Respondent Signature: ____________________ Date: ____________
3. Additional Information on Guard / Guard Supervisor Pay:

Do the City of Oakland’s Living Wage rates apply to the proposed cost?

____ Yes
____ No

If No, please explain:

The Port recognizes that companies may have several guard and guard supervisor wage levels because of employee tier systems, tenure, specialized certifications, and other differentiating factors. Provide the minimum and maximum hourly wages for guards and guard supervisors:

<table>
<thead>
<tr>
<th></th>
<th>Wage ($ / hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guard</td>
<td></td>
</tr>
<tr>
<td>Minimum Hourly Wage</td>
<td></td>
</tr>
<tr>
<td>Maximum Hourly Wage</td>
<td></td>
</tr>
<tr>
<td>Supervisor</td>
<td></td>
</tr>
<tr>
<td>Minimum Hourly Wage</td>
<td></td>
</tr>
<tr>
<td>Maximum Hourly Wage</td>
<td></td>
</tr>
</tbody>
</table>

Company Name: _______________________________

Respondent Name: ___________________________
Title: __________________________

Respondent Signature: _______________________
Date: __________________________

** End of Attachment 4, Proposal Worksheet**
Non-Discrimination: Port of Oakland (Port) policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

Local Business Utilization: On October 7, 1997, the Board of Port Commissioners initiated a formal policy to encourage full participation of firms from its Local Business Area ("LBA"), the counties of Alameda and Contra Costa, particularly those in its Local Impact Area ("LIA"), in its work. The LIA includes the cities of Oakland, Alameda, Emeryville and San Leandro. The LBA includes all cities within the counties of Alameda and Contra Costa. The Port will also take into consideration efforts the prime and sub-consultants make to assist in the community, e.g., assigning meaningful work to small and/or very small local sub-consultants, mentor protégé relationships, participation in job/trade fairs, hiring interns, pro bono work, and working with local schools, etc.

Consultant Preference Points: The Port allocates preference points for the percentage of work being performed by consultants/sub-consultants located in either the LBA or the LIA and for community involvement (i.e. mentoring, intern programs, job fairs, community rehabilitation groups and re-entry programs) for a maximum total of up to 15 points. These points are added to a maximum of 85 technical points for a composite maximum of 100 points in evaluating consultant proposals as follows:

- Up to 5 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for LIA certified firms, and 2.5 for LBA certified firms.
  Note: LIA/LBA credit is given only for certified firms which have had established active offices in the respective area for at least a year at the time of proposal due date, and NOT for outside firms which plan to do the project work at a LIA/LBA office;

- An additional 3 points will be credited for an LIA certified prime consultant (proportionate to the share of prime consultant work in the case of a joint venture) and 1.5 points for an LBA certified prime consultant;

- Up to 4 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for Very Small Business Enterprise (VSBE) certified firms, and 2 points for Small Business Enterprise (SBE certified firms); and

- Up to 3 points for commitment to the Port’s values and programs, e.g., mentoring small and/or very small local businesses and providing meaningful work for small and/or very small local sub-consultants; utilization of college and high school interns from the LIA; participation in job fairs and trade fairs targeted to LIA residents and businesses; and other work showing the consultant’s efforts to contribute to the economic development of the LIA.

In summary, please submit the following attachments in each copy of your proposal:

1. Attachment 5-A, Chart for Submitting Data for Calculation of Preference Points. List the team members’ (prime and subs) names, roles, location and LIA/LBA/SBE/VSBE status in the format shown in Attachment 5-A. Be specific as to the nature and estimated percentage of the work to be performed by the prime, any joint venture partners and/or sub-consultants.

2. Attachment 5-B, Local Participation Questionnaire. Complete for each sub-consulting firm or individual, as well as for the prime consultant.
3. Attachment 5-C and 5-D, Monthly and Final Utilization of Local and Small Business Enterprises are required after contract award. Attachment 5-C is required after contract award on a quarterly basis, and a final report attachment 5-D, is required after completion of the project.

Any proposal that fails to complete and submit the above two items (Prime and sub-consultants) will not be considered. For firms headquartered outside the LIA/LBA wishing to obtain credit for their local office, for the purpose of this project shall utilize personnel from this local office. Additionally, mail, correspondence and telephone calls will be made to this local office.

To obtain credit for these factors and for any preference points on this RFP, consultants or any team member must be certified by the proposal due date or submit an application:

- Consultants or any team members wishing to be certified by the Port must submit a Certification Application, with all supporting documentation seven (7) business days prior to the proposal due date. The questionnaire and checklist of necessary supporting documents for certification may be obtained at: http://www.portoakland.com/srd/. For questions regarding certification, you may contact Social Responsibility Division (SRD) at (510) 627-1627 or email SRDAdmin@portoakland.com. Firms certified by the Port of Oakland do not need to submit proof of certification.

(Please note Port certification must be current and not expired to count for preference points. Certification is valid for a two-year period.)

For questions or assistance regarding this section, contact Ms. Lila Zinn_ (510) 627-1485, or lzinn@portoakland.com in the Port’s Social Responsibility Division.
**Chart for Submitting Data for Calculation of Preference Points**

<table>
<thead>
<tr>
<th>Company</th>
<th>Nature of Work to be Performed</th>
<th>Prime or Sub?</th>
<th>Location of Firm</th>
<th>*LIA/LBA SBE/VSBE Certification Status</th>
<th>Percent of Total Contract</th>
<th>Percent of Sub-consulting Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name of Prime)</td>
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<td>Prime</td>
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<td>(Name of Subs)</td>
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<td>Sub</td>
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<td>(Name of Subs)</td>
<td></td>
<td>Sub</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total** (must add up to 100%)  

| 100%          | 100%          |

* **In order to qualify for preference points, the firm must be certified by the Port of Oakland.** Local Impact Area (LIA), Local Business Area (LBA), Small Business Enterprise (SBE), Very Small Business Enterprise (VSBE)

**Notes:**
- Please make sure the column labeled “Percent of Total Contract” adds up to 100%
- Please make sure the column labeled “Percent of Sub-consulting Work” adds up to 100% of the Sub-consulting work.
Local Participation Questionnaire

(Use additional paper if necessary)

1. Is the consultant or large sub-consultant mentoring or providing a professionally meaningful share of the project to small and/or very small LIA firms on this project? Yes___ No___

   If the response is “yes”, please provide specific details on how the mentoring or sharing will be performed. In addition, be specific as to the nature of the relationship and the persons responsible for implementing it.

2. (A) Do any team members regularly use local students as interns in their work? Yes___ No___
   (B) Do any team members currently use local students as interns in their work? Yes___ No___
   (C) Have any team members used local students as interns in past work? Yes___ No___
   (D) If planning to use interns on this project, how will you utilize them?

   If you answered “yes” to any of these questions, please state from what schools or programs the interns were obtained, what type of work was performed by them, and any other details that might be relevant, i.e. paid internship, length of service, number of interns.

3. Have firms in the team participated in other community projects, e.g., job fairs targeted to local neighborhoods, youth or school programs, community rehabilitation groups, etc.? Yes___ No___

   If so, please give details:
### Monthly Utilization of Local and Small Business Enterprises

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>BUSINESS ADDRESS</th>
<th>CONTRACT BID AMOUNT</th>
<th>DATE OF THIS REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PORT PROJECT NAME</td>
<td>PORT PROJECT NUMBER</td>
<td>WORK AUTHORIZATION #</td>
<td>TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS</td>
</tr>
</tbody>
</table>

(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]

(2) Description of Work Performed and or Materials Supplied

(3) Prime and Sub(s) Original Bid Amount

(4) Port Certification Number

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<table>
<thead>
<tr>
<th>CONTRACT PAYMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(5a) * LIABE Dollars</td>
</tr>
<tr>
<td>(5b) * LBABE Dollars</td>
</tr>
<tr>
<td>(5c) * SBE Dollars</td>
</tr>
<tr>
<td>(5d) * VSBE Dollars</td>
</tr>
</tbody>
</table>

(5) Date Work Completed

(6) Date Final Payment

**TOTAL**

| $ | $ | $ | $ |

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.

If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

* LIABE (Local Impact Area Business Enterprise), LBABE (Local Business Area Business Enterprise), SBE (Small Business Enterprise), and VSBE (Very Small Business Enterprise).

---

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT**

<table>
<thead>
<tr>
<th>AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE</th>
<th>BUSINESS PHONE NUMBER</th>
<th>DATE</th>
</tr>
</thead>
</table>

---

**Distribution:**

Original – SRD

Copy To – Engineering Construction / Resident Engineer

**Instructions—Monthly Utilization of Local and Small Business Enterprises**

RFP 18-19/20, Attachment 5-C, Page 1 of 2
(I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)

(II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

- **Column 1**: Name and address of the firm performing work and/or supplying materials.
- **Column 2**: Description of the work performed and/or materials supplied by said firm.
- **Column 3**: For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter “0”. For small/local prime bidder: dollar amount of the prime bidder's bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.
- **Column 4**: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)
- **Columns 5a-5d**: Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website (http://srd.portofoakland.com/ or by calling (510) 627-1627. Refer to the following table for a description of the certification status:

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIABE (Local Impact Area Business Enterprise)</td>
<td>firm located in Oakland, Alameda, Emeryville, or San Leandro</td>
</tr>
<tr>
<td>LBABE (Local Business Area Business Enterprise)</td>
<td>firm located in Alameda County or Contra Costa County</td>
</tr>
<tr>
<td>SBE (Small Business Enterprise)</td>
<td>business with 3 year average annual gross revenue not to exceed $36,000,000</td>
</tr>
<tr>
<td>VSBE (Very Small Business Enterprise)</td>
<td>business with 3 year average annual gross revenue not to exceed $5,000,000</td>
</tr>
</tbody>
</table>

If the firm was decertified before completing its portion of the work of this contract, enter the dollar amount of ALL work performed/materials supplied by the firm, INCLUDING WORK PERFORMED/MATERIALS SUPPLIED AFTER THE DATE OF DECERTIFICATION. **If the amount listed in Column 5 differs from the amount listed in Column 3, provide an explanation in the ‘COMMENTS’ section as provided.**

- **Column 6**: Date on which the firm listed in Column 1 completed the work described in Column 2.
- **Column 7**: Date on which prime contractor made the ‘final payment’ for the work described in Column 2 to subcontractor/supplier/trucking broker.

(III) In the ‘TOTAL’ row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.

(IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

<table>
<thead>
<tr>
<th>COMMENTS:</th>
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RFP 18-19/20, Attachment 5-C, Page 2 of 2
## Final Utilization of Local and Small Business Enterprises

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>BUSINESS ADDRESS</th>
<th>CONTRACT BID AMOUNT</th>
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<table>
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<th>CONTRACT PAYMENTS</th>
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<td>(5a) * LIABE Dollars</td>
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<th>(6) DATE WORK COMPLETED</th>
<th>(7) DATE OF FINAL PAYMENT</th>
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<th>TOTAL</th>
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List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.

If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

* LIABE (Local Impact Area Business Enterprise), LBABE (Local Business Area Business Enterprise), SBE (Small Business Enterprise), and VSBE (Very Small Business Enterprise).

---

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT

<table>
<thead>
<tr>
<th>AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE</th>
<th>BUSINESS PHONE NUMBER</th>
<th>DATE</th>
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</tbody>
</table>

Distribution: Original – SRD Copy To – Engineering Construction / Resident Engineer

RFP 18-19/20, Attachment 5-D, Page 1 of 2
Instructions--Final Utilization of Local and Small Business Enterprises

(I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)

(II) Provide the following information for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business, including the prime contractor if the prime is a Port-certified small/local business:

Column 1: Name and address of the firm performing work and/or supplying materials.

Column 2: Description of the work performed and/or materials supplied by said firm.

For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter “0”. For small/local prime bidder: dollar amount of the prime bidder’s bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.

Column 4: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)

Columns 5a-5d Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm’s certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms’ certification status may be obtained by accessing the Port of Oakland website (http://srd.portofoakland.com/) or by calling (510) 627-1627. Refer to the following table for a description of the certification status:

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIABE (Local Impact Area Business Enterprise)</td>
<td>firm located in Oakland, Alameda, Emeryville, or San Leandro</td>
</tr>
<tr>
<td>LBABE (Local Business Area Business Enterprise)</td>
<td>firm located in Alameda County or Contra Costa County</td>
</tr>
<tr>
<td>SBE (Small Business Enterprise)</td>
<td>business with 3 year average annual gross revenue not to exceed $36,000,000</td>
</tr>
<tr>
<td>VSBE (Very Small Business Enterprise)</td>
<td>business with 3 year average annual gross revenue not to exceed $5,000,000</td>
</tr>
</tbody>
</table>

If the firm was decertified before completing its portion of the work of this contract, enter the dollar amount of ALL work performed/materials supplied by the firm, INCLUDING WORK PERFORMED/MATERIALS SUPPLIED AFTER THE DATE OF DECERTIFICATION. If the amount listed in Column 5 differs from the amount listed in Column 3, provide an explanation in the ‘COMMENTS’ section as provided.

Column 6: Date on which the firm listed in Column 1 completed the work described in Column 3.

Column 7: Date on which prime contractor made the ‘final payment’ for the work described in Column 2 to subcontractor/supplier/trucking broker.

(III) In the ‘TOTAL’ row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.

(IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.

COMMENTS:

RFP 18-19/20, Attachment 5-D, Page 2 of 2
RFP No.: 18-19/20, Airport Security Guard Services

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

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

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

________________________________________
Signature

________________________________________
Print Name

________________________________________
Title

________________________________________
Date
EMployers subject to §728 of the City Charter must comply with the following requirements:

1) Pay all non-exempt employees the living wage rates (As of July 1, 2018, $15.78 without health benefits or $13.75 with health benefits). Port Ordinance No. 3666, as amended also requires that covered businesses provide employees at least twelve compensated days off per year, including holidays.

2) Pay at least $2.03 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.

3) Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations. The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.

4) Provide all employees earning less than $12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.

5) Submit name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off in a web accessed monitoring system at [https://www.elationsys.com/app/Registration/](https://www.elationsys.com/app/Registration/) by March 31st, June 30th, September 30th, and December 31st of each year. If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of $500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.

6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. Covered employers shall be responsible for including language committing the subcontractor’s, tenant’s or licensee’s agreement to comply, in the contract with the subcontractor. Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.

7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

Employers who fail to submit documents, declarations or information required to demonstrate compliance with these regulations shall be deemed noncompliant or non-responsive and subject to the remedies as set forth in §728.
COVERED BUSINESS CHECKLIST WRITE YES/NO ANSWER IN APPROPRIATE BOX:

1. □ Is the Business entering into a contract, tenancy agreement or subordinate agreement (such as, subcontract, subtenancy, or sublicense) with the Port?  If no, go on to question 2.  If yes, go to question 3.

2. □ Has the Business amended an existing contract, tenancy agreement or subordinate agreement at any time since April 2002?  If no to 1 and 2, stop here: the business is not covered.  If yes, go to question 3.

3. □ Is the contract with Aviation or Maritime divisions for a value of greater than $50,000 over the life of the contract (over the next five years if contract is for less than a year and expected to be renewed or extended)?  If no, stop here; the contract is not covered.  If yes, go to question 4.

4. □ Is the contract for service other than the delivery of products, equipment or commodities?  If no, stop here: the business is not covered.  If yes, go to question 5.

5. □ Does the Business employ more than 20 employees who spend at least 10 hours per week (4 hours per week if part time employees) working under the contract with the Port or on Port property?  Indicate the number of employees that are employed by the Contractor_________.  If no, stop here the business is not covered. If yes, go to question 6, exemptions for specified employees of a covered employer.

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

6. □ Does the employee work less than 25% of his/her time (10 hours per week for full time employee) under the contract with the Port?  If yes, stop here; the specified employee is exempt.  If no, go to question 7.

7. □ Is the employee under 21 years of age, employed by a government agency or nonprofit for after school or summer employment, or as a trainee for 90 days or less?  If yes, stop here; the specified employee is exempt.  If no, go to question 8.

8. □ Has the Business obtained a waiver that covers the employee?  If yes, stop here; the specified employee is exempt.  If no, go to question 9.

9. □ Is the employee participating in a bona-fide temporary job-training program in which a significant part of the compensation consists of acquiring specialized
knowledge, abilities or skills in a recognized trade? If yes, stop here; the specified employee is exempt. If no, go to question 10.

10. ☐ Is the employee a volunteer who is not compensated other than for incidental expenses or stipends? If yes, stop here; the specified employee is exempt. If no, go to question 11.

11. ☐ Is the employee working for the Business less than 20 hours per week for a period of 6 months or less? If yes, stop here the specified employee is exempt. If no, go to question 12.

12. ☐ Of the remaining employees (employees for which no exemption applies as indicated by your answers to questions 6 through 11), are there 20 or fewer non-exempt employees working for the employer under the Port Contract? If yes, stop here; each of the remaining specified employee(s) is/are exempt. If no, each of the remaining specified employee(s) is covered by §728.

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

____________________________________  ____________________________
Company Name                              Signature of Authorized Representative

____________________________________  ____________________________
Address                                   Type or Print Name & Title

____________________________________  ____________________________
Area Code and Phone                        Email Address

____________________________________  ____________________________
Name of Primary Contact                    Date

_________________________________________________________________
Project Name (Be Specific)

Submit Completed Checklist To:
Connie Ng-Wong

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

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

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

1) Contractor hereby certifies that it is in compliance with §728 and Ordinance 3666 with respect to all non-exempt Employees of Contractor engaged in Port-related employment or work on Port property.

2) Contractor hereby acknowledges that the Port is relying on Contractor’s certification of compliance with §728 and Ordinance 3666 as a condition of payment of Contractor’s invoice(s).

3) Contractor understands that it may be subject to fines or penalties for noncompliance with §728 and Ordinance 3666 up to and including potential fines of $500 per day until Contractor complies.

4) Contractor hereby certifies that claims, records and statements relating to Contractor’s compliance with §728 and Ordinance 3666 are true and accurate, that such claims, records and statements are made with the knowledge that the Port will rely on such claims, records and statements, and that such claims, records and statements are submitted to the Port for the express benefit of Contractor’s employees engaged in Port-related employment or work on Port property.

Please check the appropriate box and sign below

☐ Contractor hereby certifies its compliance with all of its obligations under §728 and Ordinance 3666;

☐ Contractor hereby certifies that all Employees of Contractor working under Contractor’s contract with the Port are compensated at wage rate(s) greater than $12.00 per hour;

☐ Contractor hereby certifies that it is not currently covered by §728 or Ordinance 3666. Contractor further certifies that should §728 or Ordinance 3666 become applicable, Contractor will comply with all of its Living Wage obligations.

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

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Signature of Authorized Representative</th>
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<tbody>
<tr>
<td>Address</td>
<td>Type or Print Name &amp; Title</td>
</tr>
<tr>
<td>Phone and Email</td>
<td>Date</td>
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</table>

Project Name (Be Specific)

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

RFP 18-19/20, Attachment 7-B

Revised January 24, 2013
RFP No.: 18-19/20, Airport Security Guard Services

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

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

__________________________________________________________________________
Signature

__________________________________________________________________________
Print Name

__________________________________________________________________________
Title

__________________________________________________________________________
Date

RFP 18-19/20, Attachment 8
RFP No.: 18-19/20, Airport Security Guard Services

All the Port’s Insurance requirements are incorporated into the Airport Security Guard Services Agreement attached to this Request for Proposal (Attachment 11).
RFP No.: 18-19/20, Airport Security Guard Services

I hereby certify that ____________________ (Legal Name of Respondent) agrees to meet all of the Port’s Insurance requirements included in this Request for Proposal or included in the Airport Security Guard Services Agreement attached to this Request for Proposal and Respondent will be able to evidence such insurance when and if awarded the contract and will provide proof of insurance at the time of project award if awarded the contract.

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

_____________________________________
Signature

_____________________________________
Print Name

_____________________________________
Title

_____________________________________
Date
(Attachment 11)

METROPOLITAN OAKLAND INTERNATIONAL AIRPORT

AGREEMENT

FOR

AIRPORT SECURITY GUARD SERVICES AGREEMENT

BETWEEN

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

AND

[OPERATOR]

DATED FOR REFERENCE PURPOSES
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RETENTION OF OPERATOR.</td>
<td>1</td>
</tr>
<tr>
<td>2. TERM OF AGREEMENT.</td>
<td>1</td>
</tr>
<tr>
<td>2.1 Term</td>
<td>1</td>
</tr>
<tr>
<td>2.2 Transition Period</td>
<td>2</td>
</tr>
<tr>
<td>3. SCOPE OF SERVICES; WORKFORCE REQUIREMENTS.</td>
<td>2</td>
</tr>
<tr>
<td>3.1 Services</td>
<td>2</td>
</tr>
<tr>
<td>3.2 Workforce Requirements</td>
<td>2</td>
</tr>
<tr>
<td>3.3 Resources</td>
<td>4</td>
</tr>
<tr>
<td>4. COMPENSATION</td>
<td>4</td>
</tr>
<tr>
<td>4.1 Total Compensation</td>
<td>4</td>
</tr>
<tr>
<td>4.2 Hourly Work</td>
<td>4</td>
</tr>
<tr>
<td>4.3 Pricing Escalation</td>
<td>4</td>
</tr>
<tr>
<td>5. EXPENSE REIMBURSEMENTS; OVERBILLING</td>
<td>5</td>
</tr>
<tr>
<td>5.1 Expense Reimbursement</td>
<td>5</td>
</tr>
<tr>
<td>5.2 Overbilling and Overpayment</td>
<td>5</td>
</tr>
<tr>
<td>6. BOOKS AND RECORDS; ACTIVITY REPORTS</td>
<td>6</td>
</tr>
<tr>
<td>6.1 Maintenance and Production of Books and Records</td>
<td>6</td>
</tr>
<tr>
<td>6.2 Inspection of Books and Records</td>
<td>6</td>
</tr>
<tr>
<td>6.3 Intentionally Omitted</td>
<td>6</td>
</tr>
<tr>
<td>6.4 Audit of Records</td>
<td>6</td>
</tr>
<tr>
<td>6.5 Deductions from Payments to Operator</td>
<td>6</td>
</tr>
<tr>
<td>6.6 Activity Reports</td>
<td>7</td>
</tr>
<tr>
<td>7. ADMINISTRATIVE FEES</td>
<td>7</td>
</tr>
<tr>
<td>7.1 Reasonable Estimate of Port Expenses</td>
<td>7</td>
</tr>
<tr>
<td>7.2 Waiver</td>
<td>7</td>
</tr>
<tr>
<td>7.3 Assessment</td>
<td>7</td>
</tr>
<tr>
<td>8. OPERATIONS</td>
<td>8</td>
</tr>
<tr>
<td>8.1 Operations / Training Manual</td>
<td>8</td>
</tr>
<tr>
<td>8.2 Report of Injuries or Loss</td>
<td>8</td>
</tr>
<tr>
<td>9. PERSONNEL</td>
<td>8</td>
</tr>
<tr>
<td>9.1 Intentionally Omitted</td>
<td>8</td>
</tr>
<tr>
<td>9.2 Removal of Employees</td>
<td>8</td>
</tr>
<tr>
<td>9.3 Uniforms</td>
<td>9</td>
</tr>
<tr>
<td>9.4 Industry Operating Standards</td>
<td>9</td>
</tr>
<tr>
<td>9.5 Labor Peace Rule</td>
<td>9</td>
</tr>
<tr>
<td>10. PREMISES</td>
<td>10</td>
</tr>
<tr>
<td>10.1 Maintenance</td>
<td>10</td>
</tr>
<tr>
<td>10.2 Safe and Sanitary Working Conditions</td>
<td>10</td>
</tr>
<tr>
<td>10.3 Utilities</td>
<td>11</td>
</tr>
<tr>
<td>10.4 Area Access</td>
<td>11</td>
</tr>
<tr>
<td>10.5 Improvement</td>
<td>11</td>
</tr>
<tr>
<td>10.6 Office Equipment and Property</td>
<td>11</td>
</tr>
</tbody>
</table>
10.7 Surrender of the Premises ................................................................. 11
10.8 Inspection .................................................................................... 12
11. EQUIPMENT .................................................................................... 12
11.1 Operating And Maintenance of Equipment .................................... 12
11.2 Local Procurement ................................................................. 13
12. LIMITATIONS ON OPERATOR ACTIVITIES .................................. 13
12.1 Limitations on Uses ................................................................. 13
12.2 Toxic Materials ........................................................................ 14
12.3 Toxic Materials Reporting ...................................................... 18
13. INSURANCE ..................................................................................... 19
14. OPERATOR AN INDEPENDENT CONTRACTOR; WORKERS’ COMPENSATION INSURANCE; PAYROLL TAXES ............................... 19
15. PERFORMANCE BONDS .................................................................. 19
15.1 Performance Bond ...................................................................... 19
16. ASSUMPTION OF RISKS; INDEMNIFICATION ............................... 19
16.1 Indemnification ......................................................................... 19
16.2 Waiver By Port .......................................................................... 20
16.3 Waiver By Operator ................................................................... 20
17. RESERVED ..................................................................................... 20
18. EQUAL OPPORTUNITY; NON-DISCRIMINATION ......................... 20
19. NON-DISCRIMINATION ............................................................... 23
20. REPRESENTATIONS, WARRANTIES AND COVENANTS ............... 23
21. TERMINATION ................................................................................ 24
21.1 Termination by Port .................................................................... 24
21.2 Termination by Operator ............................................................ 24
21.3 Effect of Termination ................................................................ 24
21.4 Removal from Premises .............................................................. 24
22. DEFAULT, AND REMEDIES .......................................................... 24
22.1 Events of Default ....................................................................... 24
22.2 Remedies For Default ................................................................ 26
22.3 Act of Termination .................................................................... 27
23. COMPLIANCE WITH LAWS, RULES, POLICIES AND REGULATIONS .............................................................. 27
23.1 Agreement to Comply ................................................................ 27
23.2 Private Patrol License ............................................................... 28
23.3 FAA AIP Grant-Required Provisions. Operator shall comply with all provisions in Exhibit “M” (FAA AIP Grant-Required Provisions) .................................................. 28
24. TRANSFER AND ASSIGNMENT .................................................... 28
24.1 Assignment or Subcontracting .................................................... 28
24.2 Transfer of Control .................................................................................................................. 28
25. JOINT AND SEVERAL LIABILITY ................................................................................................. 28
26. GOVERNING LAW ....................................................................................................................... 29
27. FEES AND TAXES ..................................................................................................................... 29
28. COVENANT AGAINST CONTINGENT FEES; IMPROPER INFLUENCE ................................. 29
29. CONSENTS AND APPROVALS; NOTICES ................................................................................. 30
30. WAIVER OF DAMAGE ............................................................................................................... 30
31. NO ADVERTISING ....................................................................................................................... 31
32. SECURITY MANDATES AND BADGING REQUIREMENTS ..................................................... 31
   32.1 Security Mandates .................................................................................................................. 31
   32.2 Badging Requirements .......................................................................................................... 31
33. NON-DISCRIMINATION PLAN FOR EMPLOYMENT ............................................................ 32
34. RESERVED .................................................................................................................................. 32
35. MISCELLANEOUS ....................................................................................................................... 32
   35.1 Lost And Found Articles ....................................................................................................... 32
   35.2 Entire Agreement; Amendments; Conflict with Exhibits ....................................................... 32
   35.3 Waiver and Severability ....................................................................................................... 33
   35.4 Jurisdiction and Venue ......................................................................................................... 33
   35.5 Headings .............................................................................................................................. 33
   35.6 Time of Essence .................................................................................................................... 33
   35.7 Successors and Assigns ......................................................................................................... 33
   35.8 Consents .................................................................................................................................. 33
   35.9 Force Majeure ........................................................................................................................ 33
   35.10 Counterparts ......................................................................................................................... 34
   35.11 No Recourse ........................................................................................................................ 34
   35.12 Guaranty ................................................................................................................................ 34
   35.13 WAIVER OF JURY TRIAL .................................................................................................... 34
EXHIBIT “A” SERVICES REQUIREMENTS
EXHIBIT “B” HOURLY RATES OF COMPENSATION
EXHIBIT “C” RESERVED
EXHIBIT “D” ADMINISTRATIVE FEES
EXHIBIT “E” LABOR PEACE AGREEMENT
EXHIBIT “F” OPERATIONS AND PROCEDURES MANUAL INFORMATION
EXHIBIT “G” PERSONNEL
EXHIBIT “H” TRAINING MANUAL INFORMATION
EXHIBIT “I” INSURANCE REQUIREMENTS
EXHIBIT “J” FORM OF PERFORMANCE BOND
EXHIBIT “K” NON-DISCRIMINATION PLAN FOR EMPLOYMENT
EXHIBIT “L” CALIFORNIA LABOR CODE SECTION 2810
EXHIBIT “M” FAA AIP GRANT-REQUIRED PROVISIONS
AIRPORT SECURITY GUARD SERVICES AGREEMENT

THIS AIRPORT SECURITY GUARD SERVICES AGREEMENT, dated __________ (“Agreement”), is entered into by and between the CITY OF OAKLAND, a municipal corporation (“City”), acting by and through its Board of Port Commissioners (hereinafter referred to as the “Port”), and [OPERATOR], as the operator (hereinafter referred to as the “Operator”).

WHEREAS, the Port desires to obtain professional and expert management and operation of Contract Security Services (as hereafter defined) at Oakland International Airport (the “Airport”), and has solicited proposals from firms with experience and expertise in the management and operation of similar contract security services; and

WHEREAS, in response to such solicitation by the Port through the Port’s Request for Proposals for Airport Security Guard Services Agreement (the “RFP”), the Operator has submitted a proposal (the “Proposal”); and

WHEREAS, Operator has the requisite experience and expertise to provide the Contract Security Services; and

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

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein to be kept and performed by the respective parties hereto,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. RETENTION OF OPERATOR.

The Port hereby retains Operator, and Operator agrees with the Port, to manage, operate and provide, as an independent contractor, the Contract Security Services described in this Agreement (hereafter the “Contract Security Services” or the “Services”). The Operator agrees to provide the Contract Security Services at locations at the Airport as directed from time to time by the Port’s Director of Aviation (hereinafter the “Director”) or the Director’s designees, including the Port’s Assistant Director of Aviation, the Port’s Aviation Security Manager, or any individual authorized in writing as a designee by the Director (any of the aforementioned individuals is hereinafter referred as the “Designee”). The Operator shall be responsible for all functions related to staffing, supervision and overall professional management of the Contract Security Services hereunder, including hiring, training, scheduling, evaluating services and coordinating with Port staff.

2. TERM OF AGREEMENT.

2.1 Term. This Agreement shall have an initial term of [_______] years commencing July 1, 2019 (“Commencement Date”), and terminating at ______ on ______; provided, however, that this Agreement shall automatically be renewed for up to [__] extension periods of one (1) year each (each referred to as an “Extension Term”) unless the Port at its discretion provides Operator with written notice of non-renewal not less than thirty (30) days before the last day of the initial term or applicable Extension Term. The term “Operating Term” shall mean the initial term of this Agreement
and any Extension Term resulting from the automatic renewal of this Agreement under this Section 2.1. Notwithstanding any provision of this Agreement to the contrary, the Port’s Executive Director or the Director may terminate this Agreement with or without cause at any time as provided in Section 21.1 below.

2.2 Transition Period. For a period of _____ days prior to the Commencement Date (the “Transition Period”), Operator shall have access to the Airport to prepare for Operator’s commencement of the Services on the Commencement Date. Prior to the commencement of the Transition Period, Operator shall furnish the certificates of insurance to the Port of Oakland Risk Management Department evidencing the insurance requirements under the Agreement are met. The indemnity provisions of Section 16 shall apply to Operator’s acts or omissions or the acts or omissions of Operator’s officers, agents, employees, contractors, subcontractors, invitees, vendors, suppliers or licensees during the Transition Period to the same extent such provisions apply during the Operating Term.

3. SCOPE OF SERVICES; WORKFORCE REQUIREMENTS.

3.1 Services. The Operator agrees to provide the Services, as directed from time to time by the Director or the Designee, specified in attached Exhibit “A”. Operator shall provide hours as specified in Exhibit “A”, to be used by the Port, Port’s designated contractors or subcontractors, or Port’s tenants for Services (“Pool Hours”). The Port shall have the right in its sole discretion to increase or decrease Pool Hours as described more fully below. All Pool Hours shall be invoiced to and payable by the Port whether actually used or not by the Port, Port’s contractors or subcontractors, or Port’s tenants. Pool Hours used for Port’s contractors, subcontractors, or tenants may be billed to the Port or to the contractor, subcontractor, or tenant at the Port’s sole discretion. The Port will specify how Pool Hours are to be used by providing Operator with notice of its preference for prioritization, typically on a weekly basis for the subsequent week. The Port shall have the option to increase Pool Hours on a temporary basis by up to ten percent (10%) by providing Operator with no less than three (3) calendar days’ notice in advance. If Port provides less than the required notice or requests an increase in Pool Hours that exceeds ten percent (10%), Operator shall have the right to accept or reject such request in its sole discretion. All Pool Hours shall be billed at the rates shown in Exhibit “B”. Notwithstanding a temporary increase described above, Port may direct a change (increase or decrease) in total Pool Hours by providing no less than thirty (30) calendar days advance notice to Operator. If Port directs an increase or decrease in total Pool Hours, such increase or decrease shall remain in effect for a period of no less than thirty (30) calendar days before additional changes will be directed. All security guards working under this Agreement are required to work a minimum of eight hours every two weeks. In addition, Operator shall provide up to four (4) security guards for emergency assignments within four (4) hours’ notice from the Director or the Designee at the rates shown in Exhibit “B”.

3.2 Workforce Requirements.

a) Operator must provide a reliable and consistent work force, qualified to perform the Services under this Agreement, with a low turnover rate. Throughout the Operating Term of this Agreement, all employees assigned to perform work under this Agreement, unless otherwise approved by the Aviation Security Manager, shall possess a valid security guard license issued by the California Department of Consumer Affairs Bureau of Security and Investigative Services in the appropriate discipline for the type of work performed, and shall obtain and maintain all other licenses required to provide any of the Services under applicable California, City of Oakland and Federal law. In addition, Operator and its employees providing any of the Services must comply with the following:
(i) no security guard performing any of the Services will possess any weapon while on Airport property, including without limitation, firearms, stun guns, knives, pepper spray, mace or batons;

(ii) all work sites served by Operator will be non-smoking and Operator's employees shall comply with all applicable smoking restrictions; and

(iii) the Port will issue an initial set of keys to Operator at no charge. However, in the sole discretion of the Port, in the event the locks need to be changed to maintain security as the result of Operator's employees’ loss or misuse of keys, Operator will be responsible for the cost of changing the affected locks;

b) All security guards providing any of the Services under this Agreement must, in addition to all other requirements contained in Section 3.2(a) above or under “GUARD PERSONNEL QUALIFICATIONS” on attached Exhibit “G”:

(i) be able to distinguish all colors, and have vision correctable to 20/20;

(ii) be able to climb inside and bend under vehicles for vehicle inspections (example, construction dump trucks, etc.);

(iii) be able to access construction sites or rooftops using ladders;

(iv) work while exposed to outdoor elements such as, but not limited to, wind, rain, snow, and aircraft noise;

(v) read and write in English, and comprehend sensitive security information and Port rules, regulations, and other communications and to communicate effectively. Security guards acting as representatives of the Port shall conduct themselves in a courteous and professional manner while performing duties on behalf of the Port. The Port retains the right to have any guard removed for failure to meet Port standards for customer service and performance;

(vi) hold a valid drivers license issued by the State of California; and

(vii) qualify for an Airport security badge issued by the Port following a United States Transportation Security Administration-mandated and Port-administered fingerprint-based criminal history records check under 49 CFR § 1542 and Security Threat Assessment and Security Identification Display Areas training, as well as a Customs and Border Protection background check, which will be provided by the Port at its expense. The Operator shall pay the Port the Port’s standard fee for applying for an Airport Security Badge for each employee of Operator engaged or to be engaged in providing the Services at the Airport. Operator shall not charge the Port for any time spent by Operator’s employees to obtain Airport Security Badges, including any relating training required to be eligible for such badges. (Operator may charge Port under Section 4 below for extra training requested by the Director or the Designee or for emergency drills required for Operator to comply with its obligations under Section 23.1 below.)

c) Operator shall provide the Port with a copy of its current Employee Handbook.
3.3 **Resources.** Operator shall dedicate sufficient staff, equipment and other resources exclusively to implement the Services as specified in this Agreement and shall not divert such dedicated staff, equipment or resources to any other security service or to any other business. Operator will assign a dedicated project manager for this Agreement. The initial project manager is set forth in Exhibit A. Operator agrees that it shall not change the project manager for this Agreement without the Port’s approval. The initial project manager shall within six (6) months of the commencement of this Agreement, and any subsequent project managers shall within six (6) months of becoming the project manager hereunder, attain at least the American Association of Airport Executives (A.A.A.E.) A.C.E. Security Certification. Operator will also assign one dedicated (1) assistant project manager and one (1) training/scheduling officer to service the contract. The project manager and assistant project manager shall have completed and passed Port-approved Airport Security Coordinator (ASC) training (see 49 CFR 1542.3) before the start of the contract and any subsequent personnel in these positions before assuming any duties under this contract. All costs associated with these three on-site management positions shall not be billed separately to the Port, but shall be included in the hourly rates set forth in Section 4.1.

4. **COMPENSATION.**

4.1 **Total Compensation.** The Port shall pay Operator for satisfactorily completed Services at the hourly rates set forth in attached Exhibit “B”. Operator shall include the Agreement number provided by the Port on all requests for payments and shall submit invoices no more frequently than monthly to the Port’s Aviation Security Office, One Airport Drive, Oakland, California 94621. The Port will pay for all completed Services within thirty (30) calendar days after the Port’s receipt of a properly completed invoice covering those Services, subject to the Port’s set-off rights provided for in this Agreement. Invoices shall detail the number of hours worked in increments of fifteen (15) minutes and shall reflect the agreed hourly rates for guards and patrols regardless of the time of day, day of week, or holiday. Until the Port has been provided with invoices that have been properly completed in accordance with the requirements of this Section 4, and with such supporting documentation as the Director or the Designee shall reasonably request, which may include, without limitation, employee time sheets, time cards and payroll receipts, Port shall have no obligation to pay Operator any of the invoiced amounts.

Payment for all Services provided by all of Operator’s off-Airport staff shall be included in the hourly rate set forth in attached Exhibit “B” and shall not be paid for as a separate position.

4.2 **Hourly Work.** For Services performed in accordance with the terms of this Agreement, each of Operator’s invoices shall include, at a minimum, the name, title, labor rate (from the rate set forth on attached Exhibit “B”, as such rate may be adjusted pursuant to Section 4.3 below), number of hours, and total charge for the Services performed by each individual being charged.

4.3 **Pricing Escalation.** Operator may request a rate adjustment no more frequently than annually for the ensuing Extension Term to reflect actual increases in Operator's cost to perform the Services that have been documented by Operator to the satisfaction of the Director or the Designee. In no event shall the rate adjustment be more than the change in the Consumer Price Index; provided, however, if Operator is paying Living Wage (as described in Section 18) and the change in Living Wage is greater than the Consumer Price Index, then the rate adjustment shall not be more than the change in the Living Wage rate. Any request for a rate adjustment shall be submitted to the Port in writing no less than ninety (90) calendar days prior to the end of the current year of the Operating Term, and adjustments approved by the Director shall be effective as of the beginning of the next Extension Term.
For the purposes of this Agreement a “change in the Consumer Price Index” shall mean the difference between the Consumer Price Index, Urban Wage Earners and Clerical Workers, (base year 1982 - 1984 = 100) for the San Francisco – Oakland - San Jose CMSA, published by the United States Department of Labor, Bureau of Labor Statistics (“Index”) published most immediately preceding the most recent anniversary of the Commencement Date (“Extension Index”) and the Index published most immediately preceding the commencement of the prior term (“Beginning Index”).

5. **EXPENSE REIMBURSEMENTS: OVERBILLING.**

5.1 **Expense Reimbursement.** Operator shall be responsible for all of its costs and expenses, and will not be reimbursed by the Port for any costs and expenses incurred by the Operator in performing the Contract Security Services at the Airport.

5.2 **Overbilling and Overpayment.** If in any given month, the Operator submits a report, invoice or bill which charges the Port for more than what should properly be charged to the Port pursuant to Section 4 of this Agreement and the Port makes such payments to the Operator in reliance on such report, invoice or bill, Operator shall immediately:

   a) Repay the Port for any such amount of overpayment together with interest equal to twenty-five one-thousandths of one percent (.025%) of such amount for each day from the day the Port made its payment to the Operator until the day the overpayment is refunded to the Port, but not to exceed the maximum rate of interest permitted by law;

   b) If the amount of the overpayment is more than two percent (2%) of the sum which should properly have been paid to the Operator, the Operator shall, in addition to Section 5.2(a) above, pay a $250.00 Administrative Fee for each invoice, report or bill which overcharges the Port, not to exceed $500.00 per month, to compensate the Port for the administrative services and burdens in such overpayment recovery; and

   c) If the amount of the overpayment is more than five percent (5%) of the sum which should properly have been reimbursed or paid to the Operator, the Port shall, in addition to remedies provided for in Sections 5.2(a) and 5.2(b) above, have the right to terminate this Agreement for cause.

In addition to remedies provided for in Sections 5.2(a) through 5.2(c) above, Operator shall pay the cost of any audit by the Port under Section 6.4 below (including salary, fringe benefits, other direct expenses of the audit and an additional 20% of those costs to cover administrative charges) if such audit reveals, uncovers or identifies an overpayment of more than two percent (2%) of the sum which properly should have been paid, less a credit for any Administrative Fee charged pursuant to Section 5.2(b) above.

As an example, but without limitation, submitting a duplicate bill, invoice or report resulting in a duplicate payment to the Operator shall be considered an overpayment by the Port for purposes of this Section 5.2.

The Port’s payment of any amount pursuant to Section 4 above shall not waive any of the Port’s rights under this Section 5.2 unless the amount of the overstatement or the amount of the excess charge was described as such in a written disclosure to the Director or the Designee and was approved in writing by the Director or the Designee after such written disclosure.

Any amount owed by Operator to Port pursuant to this Section 5.2 or any other provision of this Agreement may be set-off by Port against any amount otherwise payable by Port to Operator pursuant to this Agreement, including, without limitation, payments under Section 4.
6. **BOOKS AND RECORDS; ACTIVITY REPORTS.**

6.1 **Maintenance and Production of Books and Records.** Operator shall maintain complete and accurate books of account and supporting documentation (collectively “books and records”) in a form consistent with generally accepted accounting principles, including such books and records as would normally be examined by an independent certified public accountant in performing an audit or examination of amounts billed by Operator pursuant to Sections 4 or 5 of this Agreement, including employee timesheets, timecards, payroll receipts, receipts for Reimbursable Expenses, and all records required to be kept pursuant to attached Exhibit “G”.

6.2 **Inspection of Books and Records.** All such books and records shall, upon reasonable notice from Port, be made available either at the offices of the Port or at the offices of the Operator, for inspection and copying by the Port through its duly authorized representative. If such books and records are not kept and maintained by Operator within a radius of ten (10) miles from the offices of the Port at 530 Water Street, Oakland, California, Operator shall, upon request of the Port, make such books and records available to the Port for inspection at a location within said ten (10) mile radius or Operator shall pay to the Port the reasonable and necessary costs incurred by the Port in inspecting Operator’s books and records, including, but not limited to, travel, lodging and subsistence costs. Operator shall provide such assistance as may be reasonably requested by the Port in the course of such inspection. The Port further reserves the right to examine and reexamine and copy said books, records and data during the three (3) year period following the expiration or earlier termination of this Agreement, as evidenced in writing by the Port. The Operator shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after the Port makes the final or last payment under this Agreement; provided, however, that if prior to the expiration of such three (3) year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced relating to this Agreement by the Port or the Operator, such books and records shall continue to be maintained by Operator, and Port shall continue to have the right to inspect and copy such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for such appeal).

6.3 **Intentionally Omitted.**

6.4 **Audit of Records.** During the Operating Term of this Agreement, in addition to its rights under Section 6.2 above, the Port, using its own employees or by contracting with a third party, may audit any or all payments made by the Port to Operator under Section 4 above or for Reimbursable Expenses. In case of such audit, the Operator shall make available to the Port any and all ledgers, books of accounts, canceled checks, and other records or documents evidencing or relating to Reimbursable Expenses, payroll records, personnel files and staffing schedules of personnel assigned to the Services and such other evidence or information as the Port may require with regard to any payroll or other expenditure charged by the Operator. Such audit may also include a review of general, input, processing and output controls of information systems used to record financial transactions and other statistical reports. The Port shall notify the Operator of such audit and Operator shall provide such records in the manner, time and place as provided for in Section 6.2 above. Operator’s failure to comply shall be subject to administrative fees as specified in attached Exhibit “D” and shall also constitute a breach of Operator’s obligations under this Agreement.

6.5 **Deductions from Payments to Operator.** The Port shall have the right to deduct from any amounts payable or reimbursable to the Operator, upon written notice, any unauthorized or disputed payments made by Port to Operator, any Administrative Fees imposed, overpayments pursuant to Section 4 or of Reimbursable Expenses by the Port and any other amounts owed by Operator to the Port. If the Port is required or elects to pay any sum, or if it incurs any obligations or
expenses, because of the failure, inability, neglect or refusal of the Operator to perform or fulfill any of its obligations under this Agreement, then the Port shall have the right to deduct these sum(s) from any amounts payable or reimbursable to the Operator.

6.6 **Activity Reports.** Operator shall submit to the Aviation Security Manager daily and monthly reports on report forms, which shall be provided by Operator or Port, at Port’s election, which shall include, at a minimum, the information specified under “ACTIVITY REPORTS” on attached Exhibit “A”.

Any specific incidents requiring guard actions are to be included in the reports. The Operator shall immediately report any personal injuries, property loss or damage, threats or potential threats against life or property or any incident or activities that present imminent danger to health and safety of the general public. Any emergency conditions requiring immediate attention are to be reported by telephone immediately to the Airport’s 24-hour line and to the Alameda County Sheriff’s Office. A follow-up written report delineating the emergency condition and corresponding action taken shall be submitted to the Port within 24 hours. Failure to provide a written report within 24 hours shall result in the assessment of an Administrative Fee as specified in Exhibit “D”. Any and all daily reports shall be submitted by noon of the next business day. Weekly reports shall be submitted by the Wednesday of the following week. Monthly reports shall be submitted within ten (10) calendar days of the end of the month, or part thereof, for which a report is due. Operator shall supply Port with such other financial or statistical reports as the Director or Designee may request from time to time during the term of this Agreement. In addition, Operator shall address each customer complaint regarding services rendered under this Agreement within five (5) working days of receipt by Operator of the notice of such complaint.

7. **ADMINISTRATIVE FEES.**

Exhibit “D”, entitled ADMINISTRATIVE FEES, is attached to and made a part of the Agreement (“Administrative Fees”).

7.1 **Reasonable Estimate of Port Expenses.** The parties agree that certain aspects of the Operator’s performance are extremely important to the Port and that the Operator’s failure to perform these activities will result in administrative and monitoring expenses and burdens on the Port and its staff. Therefore, the parties agree that the Administrative Fees described in attached Exhibit “D” are reasonable estimates of such expenses and may be imposed on the Operator at the sole discretion of the Director.

7.2 **Waiver.** The Director may elect to waive an assessment of Administrative Fees for a particular violation; however, that waiver shall not apply to prior or subsequent violations and shall not be deemed to set a precedent for further waivers. If the Operator disputes the violation that resulted in the imposition of an Administrative Fee, it may submit to the Assistant Director of Aviation, within ten (10) days of its receipt of written notice of the Administrative Fee, a written request for a review of such Administrative Fee pursuant to Article 11.3 of Port Ordinance No. 4255 (or the comparable provisions of any successor thereto), in which event the hearing procedures set forth in said Article 11.3 shall be applicable to Port and Operator with respect to such Administrative Fee.

7.3 **Assessment.** Any Administrative Fees shall be assessed by the Director within sixty (60) days from actual notice to the Director of the occurrence of the performance failure that resulted in the assessment of such Administrative Fees. No Administrative Fees will be assessed if the performance failure is due to any event of Force Majeure, as defined in Section 36.9 below.
8. **OPERATIONS.**

8.1 **Operations / Training Manual.** Operator shall develop an Operations/Training Manual (“Manual”) based on its best judgment and industry standards, and shall provide a copy to the Director and the Designee within thirty (30) days from the Commencement Date, for review and approval by the Director or the Designee. The Operator will confer with the Director or the Designee in its preparation of the Manual and shall revise it from time-to-time as required by the Director or the Designee. Once approved, the Manual will become part of this Agreement and be considered attached as Exhibit “F”.

The Manual shall provide basic guidance on policies, practices, and procedures covering all aspects of the Services, including but not limited to standards of performance. The Manual must also include the Operator’s quality assurance / quality control plan, one component of which must include internal testing of its security guards. The Operator shall keep the Manual current and shall comply with its provisions throughout the Operating Term. Any revision shall be subject to the written approval of the Director or the Designee. Each revision to the Manual shall have a revision number and date. The Manual shall become an integral part of the Agreement, but in the event of any conflict between the Manual and this Agreement, the terms of this Agreement shall prevail. The Manual, including all revisions as approved by the Director or the Designee, is herein incorporated into and made a part of this Agreement. The failure of the Operator to comply with or satisfy the requirements as spelled out in the Manual shall be an Event of Default hereunder, entitling the Port to all of the remedies set forth herein.

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

9. **PERSONNEL.**

   Exhibit “G”, entitled PERSONNEL, is attached and made a part of this Agreement.

9.1 **Intentionally Omitted.**

9.2 **Removal of Employees.** The Director or the Designee, at its sole discretion, reserves the right to require the Operator to remove, and to keep removed, from the Services and the Premises any employee of Operator, including without limitation the Supervisors, if said employee has failed to perform in accordance with any of the terms or conditions of the Agreement, or if said employee is alleged to have been involved in wrongdoing, while those allegations are under investigation. The Operator shall remove from the Services and the Premises any employee who operates a vehicle recklessly or in a manner that endangers the safety of Airport patrons, under the influence of alcohol or other prohibited substances or who no longer satisfies the requirements set forth in Section 3.2 or attached Exhibit “G”. The Operator will comply with any request to remove any such employee as soon as written notice is received from the Director or the Designee. Operator’s failure to comply within twenty-four (24) hours of receipt of such notice shall be considered an Event of Default hereunder, entitling the Port to all of the remedies contained in this Agreement. Operator shall remove any employee of the Operator on the spot from the Services and the Premises, if the Operator
is advised that the Director or the Designee has determined in his or her sole discretion that the seriousness of the incident justifies such immediate removal.

9.3 **Uniforms.** Operator shall at its expense furnish all of its personnel engaged in providing any of the Services with uniforms of the type and in sufficient quantity to satisfy Operator's obligations under “EMPLOYEE UNIFORMS” on attached Exhibit “G”, and Operator at its expense shall maintain all such uniforms in good condition. All uniforms shall be approved by the Aviation Security Manager and obtained from a vendor selected by the Operator and approved by the Aviation Security Manager. Operator agrees that each employee shall only use such approved uniforms.

9.4 **Industry Operating Standards.** Operator shall operate the Services in compliance with the highest industry operating standards.

9.5 **Labor Peace Rule.**

9.5.1 **Purpose.** This Labor Peace Rule is intended to fulfill the Port’s proprietary and financial interest in the provision of services without Labor Disruption. Operator’s compliance with this Labor Peace Rule is a material term, covenant, and condition of this Agreement.

9.5.2 **Definitions.**

a) “Labor Disruption” means any concerted activity (including, without limitation, strikes, sympathy strikes, work stoppages, picketing, slowdowns, handbilling, boycotts, or other work interference) against the Operator or the Operator’s operations under this Agreement.

b) “Labor Organization” means an organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose (in whole or in part) of dealing with the Operator concerning grievances, labor disputes, wages, rates of pay, hours of employment, and conditions of work.

c) “Labor Peace Agreement” means a written and signed agreement between the Operator and a Labor Organization that prohibits a Labor Organization, its members, and any employees represented by the Labor Organization from engaging in any Labor Disruptions: (a) during any organizing, membership drive, or negotiation of a collective bargaining agreement; and (b) in the case where the Labor Organization has entered into a collective bargaining agreement with the Operator, during the entire term of the Agreement.

9.5.3 **Labor Peace Agreement and Assurance.** Prior to the Term of this Agreement, the Operator shall enter into a Labor Peace Agreement with any Labor Organization that has requested such a Labor Peace Agreement, and attach such Labor Peace Agreement(s) to Exhibit E, attached hereto and incorporated herein. Additionally, and to the fullest extent provided by law, the Operator hereby assures that there shall be no Labor Disruption during the Term of this Agreement that arise at the Airport, that arise in connection with the services to be performed under this Agreement, or that interfere with or disrupt the services under this Agreement. The Operator acknowledges that compliance with this Labor Peace Rule, including the assurance described in this subsection, are a material term of this Agreement.
9.5.4 Enforcement. Any of the following shall constitute a default under this Agreement, enforceable under Section 21 (Termination), in addition to all other remedies available to the Port: (a) the occurrence of any Labor Disruption, as determined in the Port’s sole discretion; or (b) the Operator’s failure to maintain all Labor Peace Agreement(s) required under this Labor Peace Rule during the entire Term of this Agreement.

9.5.5 Construction. The Operator may use any available legal means, including securing a valid collective bargaining agreement with a labor organization, to assure the Port that there will be no Labor Disruption during the Term of this Agreement. However, nothing in this Agreement shall be construed to require that Operator to change the terms and conditions of employment for its employees, recognize a labor organization as the bargaining representative for its employees, adopt any particular recognition process, enter into a collective bargaining agreement with a labor organization, or enter into any agreement in violation of the National Labor Relations Act of 1935.

10. PREMISES.

For the purpose of performing all duties and obligations required by the Agreement and for no other purpose, the Port shall allow Operator, as a licensee, and at no charge to Operator, to use an approximately 1,350 square foot modular office space at the Airport (the “Premises”), in a location to be determined by the Director. The Port reserves the right to terminate the license at any time and to relocate, from time to time and at the Port’s expense, the Operator to such other space or location at the Airport as determined by the Director. The license to use the Premises provided herein shall cease upon the expiration or earlier termination of this Agreement.

10.1 Maintenance. Operator shall provide, at its own expense, all custodial services, maintenance and repairs to the Premises and shall keep the Premises clean, attractive and in good repair and safe condition. The Port shall provide at its own expense all maintenance, repairs and replacement of the structural portion of the Premises, except with respect to damage resulting from negligence or willful misconduct of Operator, its officers, agents, employees, or contractors, in which case the cost of repair shall be borne by Operator. Operator shall have no obligation under this Agreement to make physical modifications to the Premises or other locations at the Airport where the Contract Security Services are to be performed to comply with applicable Laws (as defined in Section 24.1 below).

10.2 Safe and Sanitary Working Conditions. The Operator shall not permit any part of the Services to be performed under hazardous or dangerous conditions to its employees or the general public. Subject to the limitations in the last sentence of Section 10.1 above, the Operator shall comply with all Laws applicable to the Premises and all other locations from which any of the Services are performed. The Operator shall, at least once each day, inspect all locations at which the Services are being provided and the Premises to determine whether any hazardous or dangerous conditions exist or if any such location is in need of maintenance or repair. Operator shall immediately provide Port with telephonic notice, which shall later be confirmed by written notice, of any and all hazardous or dangerous conditions or any need for maintenance or repair at any location where the Services are being provided or at the Premises and of any injuries or damages resulting directly or indirectly therefrom, together with whatever information Operator has about the party responsible for creating any such condition. The Port shall have responsibility for correcting any hazardous or dangerous condition existing at any location where the Services are being provided or, to the extent provided in Section 11.1 above, the Premises, following notice to Port by Operator of the existence of such hazardous or dangerous condition. The Operator shall reimburse the Port promptly after its written demand for (a) any liability incurred by the Port (i) which arose out of any hazardous or dangerous conditions, and any injuries or damages resulting directly or indirectly therefrom, caused by the
Operator, its officers, agents, employees, contractors or invitees, or (ii) which arose after Operator
should have reported such conditions to Port pursuant to the provisions of this subsection, and (b) the
costs incurred by the Port to correct any such hazardous or dangerous condition to the extent caused
by Operator, its officers, agents, employees, contractors or invitees.

10.3 Utilities. The Port shall pay the cost of all water, electric utility, telephone and
internet services to the Premises. The Port will install and pay for all telephone equipment on the
Premises. The Port shall determine the number of lines and phones to be provided to the Premises.
Subject to the limitations in Section 30 below, the Port shall provide all maintenance and repairs of
such telephone equipment to keep such equipment in good working condition, except for damage
resulting from the negligence or willful misconduct of Operator, its officers, agents, employees, or
contractors, in which case the cost of repair shall be borne by Operator. The Operator shall comply
and shall cause all of its employees providing any of the Services to comply with the Port’s Policies and
Procedures for the Use of Telephones and on Electronic Communications as fully as if Operator and
such employees were employees of the Port.

10.4 Area Access. Solely for the purpose of performing the Contract Security Services, the
Port grants the Operator, without charge therefore, the right of ingress to and egress from the
Premises and all other Airport locations from which any of the Contract Security Services are to be
performed by the Operator, its officers, agents, employees, or contractors; provided that such right of
 ingress and egress shall at all times be exercised in compliance with all applicable Laws; and provided
further that such right of ingress and egress shall not be construed to prohibit the Port from
establishing and assessing a fee or charge for the privilege of entry upon the Airport when such fee or
charge is levied upon all users of the Airport, nor be construed to prohibit the Port from assessing a
fee or charge on persons conducting business on the Airport, other than for parking by Operator's
employees providing the Services, as provided in attached Exhibit “G”.

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

10.6 Office Equipment and Property. Operator shall provide any and all office
equipment and furniture, such as desks, chairs, lockers, photocopiers, it deems necessary to provide
the Services, and maintain such in good working order. Operator will also provide its own computers,
printers, fax machines, time card systems, etc., it deems necessary to provide the Services, and
maintain such in good working order. Port will, at its own expense, provide basic internet access to
Premises.

10.7 Surrender of the Premises. Upon expiration or earlier termination of this
Agreement, the Operator shall vacate the Premises. Operator shall thereupon deliver to the Port the
Premises, all Office Equipment, and all other office facilities and equipment belonging to Port, and, to
the extent of Operator’s obligations, as set forth in this Section 10, assure that they are in good working
condition in all respects, reasonable wear and tear excepted, or Operator shall pay to the Port such
sums as necessary for the repair of the Office Equipment and any such office facilities and equipment,
and to restore the Premises to its original condition, normal wear and tear excepted. If, at the
expiration or earlier termination of the Agreement, the Operator retains ownership of any operating
equipment, movable furniture and other trade fixtures used at the Premises and provided at
Operator’s expense (and not reimbursed by Port), the Operator shall remove any such property, subject
to any valid lien which the Port may have thereon; provided that, upon removal of any such operating equipment, movable furniture and other trade fixtures, the Operator shall restore the Premises to the original condition, normal wear and tear excepted. The Operator shall be deemed to have abandoned to the Port any operating equipment, furniture and other trade fixtures which it has failed to remove within fifteen (15) calendar days after the expiration or earlier termination of this Agreement, unless the Director or the Designee shall grant additional time for this purpose in writing; provided, however, the Port, at its sole option, shall have the right to remove and store same after it is deemed abandoned and restore the area to satisfactory condition and hold the Operator liable for all costs incident to such removal, storage and restoration. In the event the Port removes such operating equipment, furniture and other trade fixture, the Port shall not sustain, be charged with, or incur any liability by reason of any damage to same or for such removal or custodial care.

10.8 Inspection. The Port and its Airport staff, including but not limited to administrative staff, facilities staff, custodial staff, Airport authorized persons, and the Port’s agents, retain the right at the Port’s sole discretion to enter the Premises for the examination and inspection of the area from time to time with reference to any emergency, or to the general maintenance of said area, or for the purposes of surveying or viewing the area for anticipated alterations or improvements, or any other purpose deemed necessary by the Port.

11. EQUIPMENT

11.1 Operating And Maintenance of Equipment. Except as otherwise provided in Section 10.6 above, Operator shall maintain, at its own expense, all office equipment, motor vehicles, and other supplies and equipment required for Operator to perform its duties and obligations under the Agreement (the “Equipment”), whether owned by Operator or supplied by the Port. Upon the expiration or earlier termination of this Agreement, Operator shall return all Port provided Equipment to the Port, with any repairs that Operator is required to make pursuant to Section 10.7 above completed in a manner that is acceptable to Port.

a) Vehicles. Operator shall provide and maintain, at its expense and in good working condition, four (4) new service vehicles approved by the Port and equipped with a two-way radio and a roof-mount light bar to be operated by on-duty field supervisors, relief officers, and on-call officers for as-needed services. Vehicles should be equivalent to a pickup truck suitable for construction and off road environments. Final make and model will be subject to Port approval. These vehicles shall be, and at all times remain, the property of the Operator and shall be used solely for the Services. These vehicles shall not be removed from the Airport without the consent of the Director or the Designee, which consent may be granted or withheld in his or her sole discretion. Additionally, vehicles shall display Operator’s name on passenger and operator’s door. The name must be at least fifty (50) square inches in size. Vehicle must have the Operator’s identification number and be equipped with Airport issued identification, so that it is readily identifiable as belonging to the Operator. All vehicles must meet all applicable California vehicle codes. All vehicles shall have no visible body damage at any time.

b) Two-Way Radios. Operator shall provide and maintain, at its expense and in good working condition to perform the Contract Security Services, one (1) two-way radio using UHF system (on Port radio frequency) for communication per guard on-duty (all supervisors and each post), plus adequate spares in the event of equipment malfunction. Operator shall use such two-way radios to establish essential links between Operator’s Supervisors and Port personnel.
c) **Operator’s Reporting Obligations.** Operator shall immediately report to Port any Equipment that Operator knows or reasonably should know is in need of service, repair or replacement, or any Port facility or dangerous condition that Operator knows or reasonably should know is in need of maintenance or repair, and such report shall be made to the Aviation Security Manager during business hours of 8:30 A.M. to 5:00 P.M. Mondays through Fridays (except on Port-observed holidays) and to the Port’s Airport Operations 24-hour telephone number at times on Mondays through Fridays other than during the business hours described above and at any time on weekends or on Port-observed holidays.

11.2 **Local Procurement.** Operator agrees to procure vehicles, radios, uniforms, office equipment / supplies, and safety equipment / supplies from vendors located in the City of Oakland. If the items cannot be reasonably procured from a vendor located in the City of Oakland, the Operator shall attempt to purchase the item(s) within the Port’s Local Impact Area (LIA) – cities of Oakland, San Leandro, Alameda, and Emeryville. If the Operator is not able to comply with this requirement, the Operator may request, in writing, an exception from the Director of Aviation or designee. The written request should include all relevant documentation on why the item cannot be procured within Oakland or Port’s LIA and proposed action for approval.

12. **LIMITATIONS ON OPERATOR ACTIVITIES.**

12.1 **Limitations on Uses.** Operator shall and shall require Operator’s Representatives (as defined in Section 12.2(a) below) to use the Premises and to enter and exit the Airport only to provide the Contract Security Services, to perform Operator’s obligations under this Agreement, and to construct, install, use and maintain Operator’s improvements in or on the Premises, subject to the Director’s or the Designee’s prior written approval of such construction or installation.

a) Operator shall not do or permit anything to be done by Operator’s Representatives in, on or about the Premises, or any part of the Airport, nor bring or keep or permit any of Operator’s Representatives to bring or keep thereon, anything which is prohibited by or will in any way conflict with any applicable Laws, or which is prohibited by a standard form of fire insurance policy or which will in any way increase or affect the then-existing rate of any fire or other insurance carried by the Port or required to be carried by the Operator under this Agreement, or which will cause a cancellation of any insurance policy covering the Airport or the Premises and any part thereof or any of their contents.

b) Operator shall not and shall not permit any of Operator’s Representatives to commit, cause or maintain (except to the extent expressly authorized by Section 12.2(c) below), any Toxic Material (as defined in Section 12.2(a) below) upon the Premises or any part of the Airport, any public or private nuisance, or any other act or thing which may disturb the quiet enjoyment of any tenant, licensee, invitee or person using or occupying any portion of the Airport.

c) Operator shall not and shall not permit any of Operator’s Representatives to install, maintain or operate in, on or about the Premises or any part of the Airport, any vending machine or device designed to dispense or sell foods, beverages, tobacco products or merchandise of any kind to the general public.

d) Operator shall not and shall not permit any of Operator’s Representatives to install, erect, affix, paint or place any sign or lettering in, on, or about the Premises or any part of the Airport, except as otherwise provided herein.
e) Operator shall not and shall not permit any of Operator’s Representatives to make any improvements or alterations to the Premises or any part of the Airport without the prior written consent of the Director or the Designee.

f) Operator agrees to conduct its operations upon the Premises or any part of the Airport so as to reduce to the minimum that is reasonably practicable, the emanation therefrom of fumes and odors.

g) Operator agrees to handle and dispose of its trash, garbage and refuse in a sanitary manner and not to store or maintain any boxes, cartons, barrels, trash, debris or refuse in or about the Premises or any part of the Airport where they will be an eyesore to the public, as reasonably determined by the Director or the Designee. If the Director or the Designee makes such determination, then at the request of the Director or the Designee, the Operator shall promptly remove such boxes, cartons, barrels, trash, debris or refuse from the Airport, or store same in a location approved by the Director or the Designee in the exercise of his or her sole discretion.

h) Operator shall not and shall not permit any of Operator’s Representatives to engage in the sale of any product or service, the solicitation of such sale, or the distribution of any literature or goods of any type, at the Airport.

12.2 Toxic Materials.

a) For the purpose of this Agreement, the following terms shall be defined as follows:

(1) “Clean-up” shall include investigation, feasibility studies, risk assessment, treatment, removal, disposal, handling, transport, containment, capping, mitigation, remediation and monitoring in accordance with all applicable Environmental Laws.

(2) “Environmental Laws” shall mean all Laws (as defined in Section 24 below), including, but not limited to, those so defined in or regulated under any of the following: 15 U.S. Code Section 2601, et seq. (the Toxic Substances Control Act); 33 U.S. Code Section 1251, et seq. (the Federal Water Pollution Control Act); 42 U.S. Code Section 6901, et seq. (the Resource Conservation and Recovery Act); 42 U.S. Code Section 7401, et seq. (the Clean Air Act); 42 U.S. Code Section 9601, et seq. (the Comprehensive Environmental Response, Compensation and Liability Act); 49 U.S. Code Section 1801, et seq. (the Hazardous Materials Transportation Act); 42 U.S. Code Section 4321, et seq. (NEPA); H&S Code Section 116270 et. seq. (California State Drinking Water Act); H&S Code Section 25100, et seq. (Hazardous Waste Control); H&S Code Section 25300, et seq. (the Hazardous Substance Account Act); H&S Code Section 25404, et seq. (Unified Hazardous Waste and Hazardous Materials Management Regulatory Program); Government Code Sections 66600 et seq. (McAteer Petris Act); H&S Code Section 25531, et seq. (Hazardous Materials Management); H&S Code Section 18901, et seq. (California Building Standards); California Water Code Section 13000, et seq. (the Porter-Cologne Water Quality Control Act); H&S Code Section 25249.5, et seq. (the Safe Drinking Water and Toxic Enforcement Act of 1986); Division 26, of the H&S Code (including H&S Code Section 39000 et seq. and 40200 et seq. among others, (authorizing regulation by CARB and the BAAQMD); Division 25.5 of the H&S Code (H&S Code section 38500 et seq. - the Global Warming Solutions Act); California Public Resources Code Section 21000, et seq. (CEQA); local fire codes; the
regulations adopted and promulgated pursuant to such statutes, including any regulations adopted pursuant to such statutes after the Commencement Date, as well as any subsequently enacted federal, California, local and Port law, statute, ordinance, rule, regulation, program, plan, resolution, policy, program, permit, order, or other directive issued by any Governmental Authority as may be modified, amended or reissued, in any way relating to or regulating the Operator’s operations with regard to:

(i) Human health, safety and industrial hygiene related to Toxic Materials;

(ii) The environment, including natural resources, pollution or contamination of the air, soil, sediment, soil gas, surface water, groundwater, structures, and subsurface structures including utility vaults, corridors or conduits, or noise or light pollution;

(iii) Toxic Materials, including, without limitation, the handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release, treatment or disposal of any Toxic Materials, or Response Actions (as defined in Section 12.2(i)(ii) below) associated with same; or

(iv) Global warming or generation of green house gases.

(3) “Governmental Authority” shall mean any court, federal, State or local government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority, including the Port, of the United States of America, including any successor agency.

(4) “Indemnification Obligations” shall have the definition provided in Section 12.2(i)(i) below.

(5) “Indemnitees” shall mean, collectively, the Port and the Port’s Commissioners, agents, employees, representatives, contractors, the Port-designated secondary users of the Premises, directors and officers.

(6) “Operator Release” shall have the definition provided in Section 12.2(e) below.

(7) “Operator’s Representatives” shall mean, collectively, Operator’s officers, agents, employees, contractors, subcontractors, licensees and invitees.

(8) “Response Action” shall mean the investigation, testing, feasibility study, risk assessment, treatment, removal, disposal, reuse, handling, transport, clean up, remediation, containment, capping, encapsulating, mitigation, or monitoring of Toxic Materials, including the demolition, reconstruction or construction of any subsurface or surface structures to implement the Response Action and the restoration of the Premises or other Port property after the completion of the Response Action whether required by Environmental Laws or as a result of any future development or construction activities by the Port or a third party.

(9) “Toxic Materials” shall mean (i) substances that are toxic, corrosive, flammable or reactive; (ii) petroleum products, crude oil (or any fraction thereof) and their derivatives; (iii) explosives, asbestos, radioactive materials, hazardous wastes,
sewage, infectious substances, toxic substances or related hazardous materials; (iv) air pollutants, noxious fumes, vapors, soot, smoke or other airborne contaminants; and (v) substances which now or in the future are defined by Environmental Laws as “hazardous substances,” “hazardous materials,” “hazardous wastes,” “pollutants,” “contaminants,” “reproductive toxins,” “carcinogens” or “toxic substances,” or regulated under applicable Environmental Laws.

b) Operator shall comply with all Environmental Laws relating to the use of Toxic Materials on or about the Premises or any part of the Airport or other property of the Port.

c) Operator shall not contaminate the Premises or any part of the Airport or other property of the Port, or their subsurfaces, with any Toxic Materials. Operator shall not cause or permit any Toxic Materials to be brought upon, remain, kept or used in or about the Premises or any part of the Airport or other property of the Port, by Operator, its agents, employees, contractors or invitees other than those kinds of materials that are normally used in performing the Services, ordinary office and janitorial supplies, and other materials used in the ordinary course of Operator’s providing Services so long as such supplies, substances and automobiles and standard contents therein are stored, used and disposed of in accordance with the Environmental Laws.

d) Disposal of any Toxic Materials at the Airport is strictly prohibited. Storage of such permissible Toxic Materials is allowed only in accordance with all applicable Environmental Laws. All safety and monitoring features of any storage facilities shall be subject to the approval of the Port’s Executive Director or the Director.

e) If Operator, or any of Operator's Representatives, or any other persons as a result of any of the foregoing parties' conduct of Operator's business, cause contamination or deterioration of water, soil or any portion of the Premises or any part of the Airport or other property of the Port on account of Toxic Materials or any release, spill, discharge, disposal, leak, leaching, migration or dispersal of Toxic Materials, (whether onto the Airport, the Premises or other properties of the Port or any other party, or into the city of Oakland’s or Alameda’s sewerage or storm drainage systems) (“Operator Release”), then Operator shall promptly take any and all action necessary to Clean-up such contamination or remediate such deterioration as required by the Environmental Laws, and to the reasonable satisfaction of Port. Operator shall be solely and fully responsible and liable for any such Operator Release and any costs or expense of Clean-up. Operator shall take Clean-up actions on any portions of the properties of the Port only with the permission of the Port. In any case, Operator shall provide Port with written notification of all actions taken by Operator, its officers, agents, employees or contractors for the Clean-up.

f) In addition to all other rights and remedies of Port hereunder, if an Operator Release is not removed by Operator within 90 days after discovery by Operator, or within 90 days of written notice to Operator of its discovery by the Port or any other third party, or within such shorter period of time (including immediately) as Port may reasonably determine is necessary to prevent further damage or harm, Port may pay to have the same removed and Operator shall reimburse Port for such costs within five days of Port’s written demand for payment.

g) In addition to Operator’s obligations to report spillage, discharge, release and disposal of Toxic Materials to local, state and federal agencies, Operator shall immediately provide Port with telephonic notice, which shall later be confirmed by written notice, of any and all spillage, discharge, release and disposal of Toxic Materials onto the Premises or by
Operator or any of Operator’s Representatives within the Airport or other property of the Port, and any injuries or damages resulting directly or indirectly therefrom. Further, Operator shall deliver to Port each and every notice or order received from any governmental agencies concerning such Toxic Materials and the possession, use and/or disposal thereof promptly upon receipt of each such notice or order.

h) Operator shall at all times maintain with the Port and post in an appropriate location a complete copy of the “Oil & Hazardous Substances Spill Notifications” forms, as said form may be amended from time-to-time by the Port. Operator shall comply with all notification and procedural requirements for Port tenants set forth in the “Port Spill Plan,” and as said “Port Spill Plan” may be amended from time-to-time by the Port.

i) (i) Neither the Port nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Operator or Operator’s Representatives arising from or relating to Environmental Laws or Toxic Materials under this Agreement. It is understood and agreed that Operator shall be solely responsible for and shall fully indemnify, protect, defend (with counsel chosen by the Port) and hold harmless the Indemnities from and against any and all claims, suits, actions, costs, expenses, penalties, fines, liabilities and losses of every name, kind and description, which arise during or after the Operating Term of this Agreement as a result of an Operator Release on the Airport during the term of this Agreement or the failure of Operator or Operator’s Representatives to comply with Operator’s obligations under this Section 12.2, or Operator’s responsibilities, if any, for pre-existing contamination as described in subsection 12.2(j) below, including, without limitation: (i) diminution in value of the Premises and of any other Port property; (ii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises (including, without limitation, deed restrictions), or any other Port property; (iii) damages arising from any adverse impact on marketing of space in the Premises or other Port property; (iv) increased costs of maintenance, construction, repairs or major improvements to the Premises, or any other Port property; (v) stigma damages; (vi) costs of any Response Action; (vii) claims asserted by any governmental entity acting or purportedly acting under any Environmental Laws; (viii) all orders and directives issued by a Governmental Authority pursuant to Environmental Laws; (ix) all Governmental Authority or third party claims or suits for injury to persons or to the environment (including, without limitation, any such claims, suits or actions brought for or on account of damage to or loss of property or injury as identified in Government Code Section 810.8) or failure to comply with Environmental Laws; (x) claims involving lost opportunities, lost profits, lost revenues, business interruption, increased operating expenses and any related damages, including any consequential or exemplary damages arising from or attributable to the requirements of Environmental Laws; and (xi) sums paid in settlement of claims, attorneys’ fees, consultant fees and expert fees, damages, injuries, causes of action, judgments, taxes and expenses (collectively referred to as “Indemnification Obligations”).

(ii) If the Port receives a notice of an event subject to the Indemnification Obligations hereunder, the Port shall, within a reasonable time, give notice to Operator, provided that the failure to do so shall not relieve Operator of any liability it may have to the Port under this section. Upon receipt of such notice, Operator shall accept tender of defense of the Indemnification Obligations. The Port and Operator shall cooperate with each other in the defense of such Indemnification Obligations, including, without limitation, the tendering of claims to appropriate insurance carriers for defense and indemnity. Operator’s Indemnification Obligations under this Section 12.2(i) shall commence no later than receipt by the Port or Operator or an Operator Representative of any notice of any claim whether by regulatory notice (which shall be deemed to include, without limitation, verbal or written
notice by a governmental agency of an informational request, or to take any Response Action) or any other notice by a third party, threatened legal action, arbitration, mediation, administrative proceeding or lawsuit.

j) Operator shall, at its sole cost and expense, promptly undertake and complete any and all Response Action (i) within the Premises or other Port property resulting from an Operator Release (including migration through soil or groundwater) by Operator or Operator Representatives, (ii) within the Premises or any other Port property for all Toxic Materials present therein which are disturbed by Operator or Operator Representatives, to the extent the Response Action is required either by Environmental Laws, or by the specific needs of Operator’s activities (such as, for example, where Environmental Laws might allow contaminated soils to remain on the Premises, but there is no available space within the Premises for that soil). Operator’s acceptance of the Premises is in an “as-is, whereas” condition, with all faults, including preexisting contamination, if any, within the Premises and any other adjacent Port property for all Toxic Materials present therein which are disturbed by Operator or Operator Representatives in making any improvements to the Premises. Operator shall not be responsible for any Response Action with respect to any Toxic Material outside the Premises unless the Toxic Material was either disturbed or initially the result of an Operator Release by Operator or Operator Representatives. In addition, to the extent that any soils excavated, moved, stockpiled, or otherwise handled in the course of Operator’s activities or construction on the Premises may be subject to Response Action, disposal or special handling restrictions under Environmental Laws due to contamination by Toxic Materials, Operator shall be responsible for such Response Action, handling and disposal of such soils in compliance with Environmental Laws. The cost of disposing of any Toxic Materials under this subsection, including, without limitation, any manifest costs (including the execution of hazardous waste manifests or other waste profile sheets as generator), taxes, landfill disposal fees, transportation taxes or fees, shall be paid by Operator. At Operator’s sole cost and expense, Operator shall perform all Response Actions in compliance with all applicable Environmental Laws and to the satisfaction of the government agencies having jurisdiction over such Toxic Material or Response Action, but in all cases at least to standards appropriate for unrestricted commercial use; provided, however, that with respect to Operator Releases caused by Operator or Operator Representatives, in the event a future use of any Port property requires a Response Action to a higher standard, such as a unrestricted residential or public use, any such Response Action shall be at Operator’s sole cost and expense. Operator shall take reasonable steps to obtain the approval of the Port, which approval shall not be unreasonably withheld, prior to undertaking any Response Actions; provided, however that Operator may perform Response Actions without Port approval (i) if so directed by a Governmental Authority with jurisdiction under any Environmental Laws or (ii) if Operator reasonably and in good faith believes that action is required by any Environmental Laws.

k) This Section 12.2 and the Operator’s obligations thereunder shall survive the expiration or earlier termination of this Agreement.

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

Operator shall comply with Exhibit “I”, entitled INSURANCE REQUIREMENTS, which is attached to and made a part of the Agreement.

14. **OPERATOR AN INDEPENDENT CONTRACTOR; WORKERS’ COMPENSATION INSURANCE; PAYROLL TAXES.**

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

15. **PERFORMANCE BONDS.**

15.1 **Performance Bond.** The Operator shall, prior to the Commencement Date, execute and deliver to the Port a Performance Bond, from a surety acceptable to the Port’s Legal Department, substantially in the form attached to this Agreement as Exhibit “J”, in the penal sum of _______________ Dollars ($________), and shall maintain such Performance Bond in effect during the Operating Term of this Agreement and for six (6) calendar months after the expiration or earlier termination of the Operating Term of this Agreement. The Performance Bond is intended to guarantee full performance by Operator of all of the Services, and of all other obligations by Operator in accordance with all terms and conditions of this Agreement. The Performance Bonds shall be subject to forfeiture in whole or in part in the event of failure of the Operator to fully perform under the Agreement, and in the event that the Port sustains any claims, debts, loss of service, loss of revenues or other costs or expenses as a result of such failure of the Operator to fully perform under the Agreement. The Operator acknowledges that the Performance Bond includes a general obligation to pay all claims or debts the Port incurs in connection with the Operator’s performance of the Services and its other obligations under this Agreement.

16. **ASSUMPTION OF RISKS; INDEMNIFICATION.**

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

16.1 **Indemnification.** Operator agrees to indemnify, defend and hold completely harmless Port (including, without limitation, members of Port’s Board of Commissioners, and Port’s agents, employees, representatives, contractors, directors and officers), from and against all liabilities, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and paralegal and attorneys’ fees prior to institution of legal proceedings and at both trial and appellate levels, and in any mediation or arbitration agreed to by Port), which may be incurred by, charged to or recovered from any of the foregoing indemnified parties (i) by reason or on account of damage to or destruction of any property of Port (except as otherwise expressly provided by this Agreement), or any property of, injury to or death of any person resulting from or arising out of Operator’s performance of the Services or its use, occupancy, maintenance or repair of the Premises or any improvements thereto, or Operator’s operations anywhere on the Airport, or the acts or omissions of Operator’s officers,
agents, employees, contractors, subcontractors, invitees, vendors, suppliers or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was caused solely by Port’s gross negligence or willful misconduct, or (ii) arising out of any allegation that Operator, or the Port in concert with Operator, has infringed on or violated any Federal, state, or common law patent, trademark, copyright, or trade secret rights, or violated any Federal or state labor laws, or any Federal or state laws governing consumer credit, credit cards, or the sale of abandoned property, or (iii) resulting from or arising out of the failure of Operator to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by Operator. In carrying out its obligations hereunder, Operator shall use counsel acceptable to Port Attorney.

The foregoing provisions of this Section 16.1 are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Port otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Operator under this Agreement.

The provisions of this Section 16.1 shall survive the expiration or earlier termination of the Operating Term with respect to any acts or omissions occurring during the Operating Term.

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

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

17. RESERVED.

18. EQUAL OPPORTUNITY; NON-DISCRIMINATION.

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

(1) In furtherance of the Port's long-standing policy to ensure that equal employment opportunity is achieved and nondiscrimination is guaranteed in all Port-related activities, it is expressly understood and agreed with respect to Lessee's activities upon the demised premises:

a) That (Lessee/Operator) shall not discriminate against any employee or applicant for employment or against any professional service, vendor, or contractor because of race, color, religion, sex (including gender identity), actual or perceived sexual orientation, national origin, age, medical condition, genetic information, marital status, physical and mental disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status.
b) That (Lessee/Operator) shall, in all solicitations or advertisements for employees placed by or on behalf of Lessee or for professional services, vendors, or contractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including gender identity), actual or perceived sexual orientation, national origin, age, medical condition, genetic information, marital status, physical and mental disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status.

c) If the Port’s Office of Equal Opportunity provides any notices setting forth the provisions of this Section, (Lessee/Operator) agrees to post such notices in conspicuous places, available to employees and applicants for employment, and/or send such notices to employees or to any labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, as requested by the Port.

d) That (Lessee/Operator) shall not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex (including gender identity), actual or perceived sexual orientation, age, national origin, medical condition, genetic information, marital status, physical and mental disability as set forth in the Americans With Disabilities Act of 1990, or veteran’s status in furnishing, or by refusing to furnish, to such person or persons the use of any public facility upon the demised premises, including any and all services, privileges, accommodations, and activities provided thereby.

e) That (Lessee's/Operator's) noncompliance with the provision of this Section shall constitute a material breach of this Lease. The Port may seek judicial enforcement in the event of a breach of any of the above-stated nondiscrimination covenants.

(2) Living Wage Requirements

On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland and San Jose area. The current Living Wage rate as of July 1, 2018 is at least $13.75 with credit given to the employer for the provision to covered employees of health benefits, and $15.78 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than $50,000 and that employ more than 20 employees who spend more than 25% of their time on Port-related work. §728 also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the contractor will be required to fill out an Employer Self Evaluation Form and Certificate of Compliance that may be obtained from the Port’s website at http://www.portofoakland.com/responsibility/ and return them to the Port’s Social Responsibility Division.

(3) Compliance with Regulations.

a) The Operator shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to
b) **Nondiscrimination.** The Operator, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, creed, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix A of the Regulations.

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

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

(4) The Operator for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to the Regulations.

(5) The Operator for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of any basis prohibited by state or federal law shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of any basis prohibited by state or federal law shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (iii) that the Operator shall use the Premises in compliance with all other requirements imposed by or pursuant to the Regulations.

(6) The Operator assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of any basis prohibited by state or federal law be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Operator during the Operating Term of this Agreement.

(7) Should the Operator authorize another person, with Port's prior written consent, to provide services or benefits from the Premises or at the Airport, Operator shall obtain from such person
a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this Section 18. Operator shall furnish the original or a true copy of such agreement to Port. Port may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Operator agrees that it will adopt any such requirement as a part of this Agreement.

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

19. NON-DISCRIMINATION

Operator acknowledges that it has received and reviewed a copy of the most current version of the Port of Oakland’s Unlawful Harassment Policy and Procedures. The purpose of these procedures is to provide an effective and expedited system of resolving allegations of employment discrimination and prevention of unlawful harassment in the workplace. Operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry age (over 40), physical or mental disability, cancer-related medical condition, a known genetic predisposition to a disease or disorder, veteran status, marital status, or sexual orientation. Operator shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: hiring, upgrading, recruitment, advertising, selection for training, including apprenticeship, demotion, transfer, compensation, lay-off or termination, or any other term or condition of employment.

20. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

a) That all information submitted by Operator, its officers, agents, employees and contractors (the “Aforementioned Parties”) during the Port’s RFP process, or thereafter, upon request of Port, whether or not submitted by any of the Aforementioned Parties under a continuing obligation by the terms of this Agreement to do so, was true and correct at the time such information was submitted or made available to Port;

b) That none of the Aforementioned Parties has colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Operator’s response to the and Port’s RFP;

c) That Operator has the power and authority to enter into this Agreement with the Port and that the individual executing this Agreement is duly authorized to do so;

d) That none of the Aforementioned Parties has made an attempt to exert undue influence with the evaluation committee of the Port to award the Agreement for the Services to the Operator;

e) That there are no unresolved claims or disputes between Operator and Port; and
f) That Operator has furnished (and will furnish) true and accurate financial statements, records, reports, resolutions, certifications, and other information as may be requested of Operator by Port from time to time during the term of this Agreement.

21. TERMINATION.

21.1 Termination by Port. The Port may terminate this Agreement with or without cause at any time upon giving thirty (30) day’s prior written notice to Operator. Port may terminate this Agreement immediately upon notice upon the happening of an Event of Default (as defined in Section 22.1), and such a termination shall be deemed a termination “for cause.”

21.2 Termination by Operator. Operator may terminate this Agreement without cause by giving to the Port at least one hundred eighty (180) day’s prior written notice of termination, which notice may not be given earlier than the first anniversary of the Commencement Date.

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

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

22. DEFAULT, AND REMEDIES.

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

a) The failure to provide, voluntary abandonment, discontinuation, cessation or material deterioration of the Services during the Operating Term which, in the opinion of the Director or the Designee, results in the failure to provide Services of the duration, quality or standards required to be performed by the Operator under this Agreement, which failure is not cured within five (5) days after Port’s written demand; provided, however, that if Operator has received three (3) notices under this subparagraph within a period of 180 days, commencing on the date of Operator’s receipt of the first such notice, then Operator shall have
no right to correct a failure described in any subsequent notice given by Port to Operator under this subparagraph within such 180 day period, even if all of the prior failures were corrected by Operator within the five (5) day cure period.

b) The filing by the Operator of a voluntary petition in bankruptcy, or failure by the Operator to lift any execution, garnishment or attachment, or to obtain the dismissal of a bankruptcy proceeding commenced involuntarily against the Operator within thirty (30) days after filing thereof or assignment by the Operator for the benefit of creditors, or the entry by the Operator into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Operator in any proceeding instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

c) The occurrence of any act which results in the suspension or revocation of the rights, powers, licenses, permits and authorities necessary for Operator to conduct and operate the Services.

d) Receipt of more than ten (10) complaints within any twelve (12) month period concerning major service deficiencies in the Services, with the determination of a complaint being deemed a “major service deficiency” being in the sole discretion of the Port. Operator shall have the right to contest any complaint by providing to Port within five (5) days after being notified of the complaint such evidence as Operator may have to demonstrate that the complaint was not justified. The determination of whether a complaint was justified shall be in the sole discretion of the Port.

e) The filing of any lien or sequestration or attachment of or execution or other levy on Operator’s interest in this Agreement, the Premises or on Operator’s equipment, if any, located on the Airport and Operator fails to obtain a release of such interest or property within thirty (30) days after the filing or attachment, or prior to sale pursuant to such levy, whichever first occurs.

f) The Director’s or the Designee’s determination that there is a reasonable probability that Operator’s financial condition is impaired and Operator cannot provide adequate assurances that any conditions giving rise to the impairment of financial condition can be removed within thirty (30) days of receipt of Port’s demand for same.

g) Failure to obtain and maintain in effect any of the insurance referenced in Sections 13 or 14 or the bond required under Section 15.

h) If any of the representations or warranties contained in Section 20 are untrue in any material respect, or if Operator breaches any of its covenants contained in Section 21.

i) Any transfer or assignment of this Agreement or subcontracting of any of the Services other than in compliance with Section 24.

j) Breach of or failure to comply with Operator’s obligations contained in Section 23.1, Section 28 or Section 32.

k) Any breach or failure described as an Event of Default or Default by any provision of this Agreement other than this Section 22.1.
Failure by the Operator to observe or perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than those specifically referred to above in this subsection 23.1, for a period of fifteen (15) calendar days after written notice specifying such failure and requesting that it be remedied has been given to the Operator by the Port; provided, however, such failure shall not constitute an Event of Default hereunder if such failure stated in the notice can be corrected, but not within the applicable period, and corrective action is instituted by the Operator within the applicable period and diligently pursued until such failure is corrected, provided that if the cure period is longer than thirty (30) calendar days after the date of such written notice, the Operator shall obtain the prior written consent of the Port.

22.2 Remedies For Default. Upon the occurrence of an Event of Default, Port shall have the following rights and remedies, in addition to all other rights and remedies provided in this Agreement or by law, to which Port may resort cumulatively or in the alternative, and Port may assert them against the Operator and/or any general partner or joint venture partner, jointly and severally:

a) The Port may enter into a new agreement with another operator that will occupy the Premises for all or any part of the unexpired portion of the Operating Term of this Agreement in which event Operator shall be liable in addition to accrued liability hereunder, for the difference between the payments the Port is obligated to pay the new operator and the payments the Port would have been obligated to pay the Operator under this Agreement for the unexpired portion of the Operating Term (not to exceed the notice period required for the Operator to terminate this Agreement without cause pursuant to Section 22.2 above). The Port has the sole and absolute discretion with respect to the selection of a new operator and the use of the Premises.

b) In the Event of Default under this Agreement, the Port may, after providing written notice to the Operator of the Event of Default, cure the default at any time through any action deemed appropriate by the Port for the account and at the expense of the Operator. The Operator shall reimburse the Port for any amounts expended by the Port in connection with the cure, together with interest thereon for each day from the date of advance by Port until paid by Operator at the rate of five one hundredths percent (.05%), but not to exceed the maximum rate of interest permitted by law, and any penalties thereon as may be established by Port ordinance. Such cure shall not constitute a waiver of the Port’s rights with respect to that or any other Event of Default, unless otherwise expressly stated in writing by the Port.

c) The Operator shall pay the Port such sums as the court which has jurisdiction thereover may adjudge as reasonable attorney’s fees with respect to any lawsuit or action instituted by the Port to enforce the provisions of the Agreement in which the Port is the substantially prevailing party.

The Port shall not be liable for any damage, including, but not limited to, loss of profit and the Operator shall not make a claim of any kind whatsoever against the Port, its agents or representatives, by reason of any action taken pursuant to this Section 22.

At Port’s election, Port may keep this Agreement in effect and enforce all of its right and remedies under this Agreement, including the right to withhold compensation and other fees as they become due, and at Port’s option, but without any obligation to do so (implied from any of its obligation under this Agreement), Port may, after first giving Operator written notice as provided in Section 22.2(b) above, make such payment or perform such other act to the extent Port may deem appropriate. All sums so paid by Port and all costs in connection therewith shall be due and payable by Operator to Port (except where otherwise expressly provided in this Agreement) within ten (10) days of Port’s
written demand for payment of same, together with interest and penalties thereon from date of advance by Port at the rate provided in Section 22.2(b) above, plus costs as may be awarded by a court of competent jurisdiction.

Port shall not be liable to Operator for any damage to, or for any diminution or deprivation of Operator’s rights hereunder on account of the exercise of any authority granted to Port in this Agreement. Operator shall be liable to the Port for the Port’s expense for re-entering or repossessing the Premises, and making any necessary repairs to the Premises, for all of the expenses to obtain a new operator and for the costs of operating or engaging a third party to operate the Services for the unexpired portion of the Operating Term (not to exceed the notice period required for the Operator to terminate this Agreement without cause pursuant to Section 21.2 above) to the extent such costs exceed the expenses that would have been paid had the Operator not defaulted.

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

23. COMPLIANCE WITH LAWS, RULES, POLICIES AND REGULATIONS.

23.1 Agreement to Comply. Operator covenants and agrees to observe and comply with (and to cause any assignee or subcontractor authorized under Section 24 below to comply with) all present and future Laws (as hereafter defined), subject to the limitations in the last sentence of Section 10.1 above, and all rules, regulations and policies of Port, including without limitation, all safety, security and operations directives of the Director or the Designee, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport or the use of facilities at the Airport (hereafter collectively the “Airport Rules, Policies and Regulations”). The Port shall not have any duty or obligation to Operator to enforce the Airport Rules, Policies and Regulations or the terms and conditions in any permit, lease or other agreement against any third party, and the Port shall not be liable to Operator for violations of same by third parties, their employees, contractors, agents, invitees or licensees. Operator further covenants and agrees to observe and comply with (and to cause all of its assignees or subcontractors authorized under Section 24 below to comply with) any and all valid and applicable requirements of all duly-constituted public authorities (including, without limitation, the Department of Transportation, the Department of Homeland Security, the Federal Aviation Administration, and the Transportation Security Administration). Operator agrees to pay or reimburse Port for any civil penalties or fines which may be assessed against Port as a result of the violation by Operator or any such assignee or subcontractor of any of the foregoing requirements, which payment shall be made by Operator within fifteen (15) days from receipt of Port’s invoice for such amount and documentation showing that payment of such penalty or fine is Operator’s responsibility hereunder. Operator shall not be obligated to make a payment to Port under this Section 23.1 if such payment would duplicate a payment for the same violation that has already been made by Operator to the Port under Section 32.1(a) below.

As used in this Agreement, “Laws” shall mean all present and future federal, state and local statutes, ordinances and regulations and Port ordinances and regulations applicable to Operator, the Premises, the Services or the Airport and judicial interpretations thereof, including but not limited to, the security mandates, rules, regulations and badging requirements referenced in Section 32.1 below, the Americans with Disabilities Act of 1990, all acts and regulations relating in any way to worker’s compensation, sales and use tax, social security, unemployment insurance, hours of labor and overtime, wages, working conditions, the Immigration Reform and Control Act of 1986, Section 7583 of the California Business and Professional Code, the Charter of the City (including without limitation
Section 728 entitled “Living Wage and Labor Standards at Port-Assisted Businesses”), the Oakland Municipal Code (including without limitation Section 5.52 thereof), all Environmental Laws (as defined in Section 12.2(a)(2) above, and the Airport Rules, Policies and Regulations (as defined in this Section 23.1).

If Operator fails to comply with any applicable Laws, the Port may suspend this Agreement until compliance is attained or may perform the Services, including without limitation, the functions of the Supervisor, with its own forces or with hired personnel, and may deduct the cost of these Services from monies otherwise due Operator under the terms of this Agreement. The Port will determine in its reasonable discretion whether Operator has complied with its obligations under this Section 23 and under Section 32 below, and whether the Port will provide Services in lieu of Operator. Operator shall also be subject to any Administrative Fees levied against the Port as a result of Operator's failure to comply with its obligations under this Section 24 or under Section 33 below.

23.2 Private Patrol License
Throughout the Operating Term, Operator must possess a current Private Patrol Operations License (PPO) issued by the State of California through the Department of Consumer Affairs, Bureau of Security and Investigative Services. Upon request by the Port, Operator will submit a copy of such license to the Port.

23.3 FAA AIP Grant-Required Provisions. Operator shall comply with all provisions in Exhibit “M” (FAA AIP Grant-Required Provisions).

24. TRANSFER AND ASSIGNMENT.

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

24.2 Transfer of Control. For purposes of Section 24.1 above, an assignment shall include a Change in Control. A Change in Control means whether accomplished through a single transaction or a series of related or unrelated transactions and whether accomplished directly or indirectly, either (a) a change in ownership, as compared to the ownership as of the date of the Agreement, so that 50% or more of the direct or indirect voting or economic interests of the Operator is transferred to another person or group of persons, (b) the power directly or indirectly to direct or cause the direction of management, operations, controls and policy of the Operator, whether through ownership of voting securities, by contract, management agreement or common directors, officers or trustees or otherwise, is transferred to another person or group of persons, or (c) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of the Operator.

25. JOINT AND SEVERAL LIABILITY.

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

The Port and the Operator agree that the law governing this Agreement shall be that of the State of California.

27. **FEES AND TAXES.**

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

28. **COVENANT AGAINST CONTINGENT FEES; IMPROPER INFLUENCE.**

Operator warrants that no person or agent has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency of Operator. For breach or violation of this warranty, the Port, as its option, may deduct from the Management Fee or payment of Reimbursable Expenses or otherwise recover from Operator, the full amount of the contingent fee, or may exercise any other legal or equitable remedy available to it.

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

Operator’s breach of any of its obligations under this Section 28 shall constitute an Event of Default and may result in any or all of the following:

(i) Port’s immediate termination of this Agreement, and

(ii) an assessment of an Administrative Fee as specified in Exhibit “D”.

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

“Bona fide employee,” as used in this Section, means a person, employed by Operator and subject to Operator’s supervision and control as to time, place, and manner of performance, who
neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds himself or herself out as being able to obtain any Port contract or contracts through improper influence.

“Contingent fee,” as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Port contract.

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

29. CONSENTS AND APPROVALS; NOTICES.

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

Written notices to the Port hereunder shall be given by personal delivery, or by registered or certified mail or overnight courier service, with all postage or freight charges prepaid, and addressed to Director of Aviation, Port of Oakland, 530 Water Street, 6th Floor, Oakland, CA 94607, with copies to Port Attorney, Port Attorneys Office, 530 Water Street, 4th Floor, Oakland, CA 94607 and to Airport Security Manager, Port of Oakland, One Airport Drive, Box 45, Oakland, California 94621, or to such other address or addresses as the Port may designate by written notice to Operator.

Written notices to Operator hereunder shall be given by personal delivery, or by registered or certified mail or overnight courier service, with all postage or freight charges prepaid, and addressed to:

[OPERATOR]
[Address]
[Operator Contact]
Phone: ______________

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

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

30. WAIVER OF DAMAGE.

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

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

31. **NO ADVERTISING**

Operator shall not display any advertising on the Premises or the Airport.

32. **SECURITY MANDATES AND BADGING REQUIREMENTS.**

32.1 **Security Mandates.** Operator recognizes that the Port is required to comply with the Port’s Airport Security Plan approved from time to time by the Transportation Security Administration (“TSA”), the regulations, security directives and other requirements relating to security promulgated by the Federal Aviation Administration (“FAA”), the Department of Transportation, the TSA, the Department of Homeland Security, and with other governmental and administrative rules and regulations relating to airports. The procedures determined by the Port to be necessary to comply with such security mandates and other governmental or administrative requirements will be delivered in writing by the Director or the Designee to one of Operator’s Supervisors, with a copy of such procedures delivered to Operator pursuant to Section 29 above. The Operator shall acknowledge receipt of such procedures in writing, but Operator’s failure to do so shall not release Operator from its obligations under this Section 32.1. The Operator and the Operator’s agents, employees, representatives and subcontractors shall be responsible for full compliance with all procedures so delivered and the current procedures shall constitute a part of this Agreement. Such procedures are subject to change without notice other than the delivery thereof to one of Operator’s Supervisors in accordance with the provisions of this Section 32.1, and Operator shall immediately comply with such procedures.

   a) Operator shall reimburse the Port within fifteen (15) days from receipt of Port’s invoice for the amount of any civil penalty or fine that may be assessed against the Port by any governmental agency for a violation that arises out of Operator’s failure to comply with its obligations under this Section 32.1. Operator shall not be obligated to make a payment to Port under this Section 32.1(a) if such payment would duplicate a payment for the same violation that has already been made by Operator to the Port under Section 24.1 above.

   b) Failure of Operator to fully perform in accordance with this Section 32.1 shall constitute breach of this Agreement, in which event the Port may, at its sole option, immediately terminate the Agreement for cause.

32.2 **Badging Requirements**

   a) Operator shall comply with all Port, FAA, TSA, and CBP regulations governing airport security, including but not limited to special badging requirements and background checks, and acknowledges that the Port is prohibited by federal law from issuing an Airport Security Badge to an individual who has a disqualifying criminal offense described in 49 CFR 1542.209(d);

   b) Airport Security Badges will be issued only after the badge applicant's STA has been approved by TSA. The Airport Security Badge applicant's identity and
employment eligibility will be determined by the TSA, based upon documentation in the form specified by the TSA;

c) Operator shall ensure that its employees, agents, subcontractors, suppliers or other invitees obtain the appropriate Airport Security Badge and wear it at all times when they are engaged in work at the Airport. The Airport Security Badge shall be worn above the waist and in plain view of those interacting with the employee. Operator shall ensure that any Airport Security Badge provided by the Port is returned promptly when the person to whom the Airport Security Badge was provided leaves Operator’s employment or no longer engages in work under this Agreement at the Airport for Operator. Operator shall be responsible for any charge or fine imposed by the Port or any government authority if the Airport Security Badge is not promptly returned;

d) Operator shall obtain and thoroughly review all Airport Security Badging requirements and the Airport Rules, Policies and Regulations pertaining to security badging and airport security before commencing any work under this Agreement. Copies of security and badging information and the Airport Rules, Policies and Regulations are available from the Port upon request. Operator shall warrant and ensure that any person that receives an Airport Security Badge complies with all of the requirements for having an Airport Security Badge;

e) Operator shall return all Airport Security Badges to the Airport Badging Office and obtain a receipt for their return once an employee is no longer employed by Operator. At the request of the Airport Security Manager, Operator shall also submit a copy of the receipt to the Airport Security Manager; and

f) Upon expiration or earlier termination of this Agreement, Five Hundred Dollars ($500.00) will be deducted from the Port’s final payment to Operator for each Airport Security Badge not returned to the Airport’s Badging Office.

33. NON-DISCRIMINATION PLAN FOR EMPLOYMENT.

Operator shall comply with Exhibit “K”, entitled NON-DISCRIMINATION PLAN FOR EMPLOYMENT, which is attached to and made a part of this Agreement.

34. RESERVED

35. MISCELLANEOUS.

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

35.2 Entire Agreement; Amendments; Conflict with Exhibits. This Agreement, together with the exhibits and attachments hereto, which are hereby incorporated into this Agreement by this reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations
or statements made with respect to such subject matter are merged herein. Except as otherwise specifically provided in this Agreement, this Agreement may be altered or amended only by written instrument executed by all of the parties hereto. In the event of an express conflict between an Exhibit to this Agreement and this Agreement, the provisions of this Agreement shall prevail.

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

35.4 **Jurisdiction and Venue.**

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

b) In addition to the foregoing, pursuant to California Code of Civil Procedure, Section 416.10, Operator hereby designates the following person as its agent for service of process:

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

35.6 **Time of Essence.** Time is expressed to be of the essence of this Agreement.

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

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

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

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

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

35.12 **Guaranty.** If a third party or third parties joined in the Operator's proposal as a
guarantor, then such third party or third parties, as applicable, shall execute and deliver to the Port the
Guaranty in the form attached hereto as Exhibit "M" at the same time that this Agreement is
executed and delivered by Operator to the Port.

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

[signature page follows]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Airport Security Guard Services Agreement to be executed the day and year first above written.

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

By ______________________________

J. CHRISTOPHER LYTLE
Executive Director

Date: ______________________________

[OPERATOR], a ________________ corporation,

By ______________________________

Authorized Signature

__________________________________

Print Name and Title
(If Corporate: Chairman, President or Vice President)

Date: ______________________________

Attest ______________________________

Authorized Signature

__________________________________

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

Date: ______________________________

Approved as to form and legality this ________ day of _______________ 20___.

____________________________

DANNY WAN
Port Attorney

Port Resolution No. _________

P.A.#: _____

THIS CONTRACT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY.
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT
EXHIBIT “A”

SERVICE REQUIREMENTS

The Operator agrees to provide Contract Security Services at service locations directed from time to time by the Director or the Designee. The Port reserves the right from time to time to order changes in the service locations, the service hours and in the Services to be performed by the Operator. All such changes shall be incorporated in written change orders executed by the Director or the Designee which shall specify the changes ordered and the adjustment of compensation if any. No other claim for additional compensation will be recognized, except as permitted in the Agreement. Services may not be interrupted at any time. The specified staffing required to be providing the Services, as described herein, must be provided at all times as specified.

SECURITY GUARD SERVICES

- Inspecting concession products for prohibited items (as defined by TSA) prior to entering the Sterile Area, including visual inspections by hand and/or use of CEIA Electro-Magnetic Inspection Scanners (EMIS)
- Inspecting Airport employees for dangerous or illegal items at employee access points, including use of hand-held and/or walk-through metal detectors and/or Evolv Edge screening machines (combination millimeter-wave AIT and metal detector)
- Escorting unbadged contractors in TSA-regulated areas (for short-duration access needs)
- Performing tool control for contractors working in the Sterile Area
- Controlling access to airfield gates for construction activities
- Inspecting vehicles for vehicle-borne improvised explosive devices (VBIEDs)
- Performing perimeter patrols and fence line inspections
- Crowd control (in partnership with law enforcement)
- Monitoring traffic flow / directing traffic, including commercial / ground transportation vehicles
- Providing foot patrol of terminal buildings and other Port facilities to identify suspicious activity, improper escorting, unattended bags, etc.
- Inspecting and validating airport-issued badges (e.g., using technology such as portable card readers, comparing photos on badges to individuals presenting them, etc.)
- Responding to emergency or critical / urgent incidents (e.g., to assist Port staff and/or law enforcement control access and/or establish a perimeter
- Conducting stadium-style (“open and look”) inspections of Airport employees’ personal items such as backpacks, purses, lunch containers, etc.
- Effectively and efficiently operating a variety of security technology and equipment, such as portable card readers, hand-held and walk-through magnetometers, Evolve Edge screening machines, pole cameras (for vehicle inspections), and CEIA EMIS product inspection machines.
- Interacting with customers and tenants with the highest level of professionalism and courtesy
Communicating in a clear and concise manner when security incidents arise and to conduct / manage day-to-day operations.

The Port may also use Airport Security Guard Services to provide various customer support assignments related to U.S. Department of Homeland Security functions, including:

- Queue management at TSA checkpoints and in the Federal Inspection Services (FIS) building, including Automated Passport Control (APC) kiosk support
- Passenger divesting assistance at TSA checkpoints (e.g., instructing passengers what to divest at the front of TSA x-ray machines / magnetometers, based on training provided by TSA)
- Bin running at TSA checkpoints (i.e., moving divestiture bins from the backside of the checkpoints, where passengers leave them when done with TSA screening, back to the frontside of the checkpoints)

**Pool Hours**

The total number of Pool Hours is 1,000 hours per week. Pool Hours may be adjusted by the Parties form time to time in accordance with Section 3.1 of this Agreement. Guards must be available for posts twenty-four (24) hours per day, Sunday through Saturday.

**SPECIAL ASSIGNMENTS**

Guard Posting Services shall be provided twenty-four (24) hours per day, Monday through Sunday, when the Operator has been provided prior notice by the Director or the Designee as set forth in Section 3.1.

**ADMINISTRATIVE FEES**

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

**ACTIVITY REPORTS**

Operator will create and maintain, at a minimum, the following reports:

- Daily shift logs / reports by post / assignment (to be maintained by contractor and submitted to Aviation Security Department upon request)

- Monthly report detailing, at a minimum, the following topics (due to Aviation Security Department with the contractor’s monthly invoice):
  - Summary of significant incidents
  - Staffing statistics (FTEs, hours of service provided by type, etc.)
  - Guards hired in the past month
  - Guard separated in the past month
  - Guard discipline in the past month
  - Training / testing summary (by guard and topic)
  - External testing failures and corrective actions
  - Status of corrective actions being implemented or implemented (did it work?)
• Incident reports prepared by guards and/or guard supervisors (in real-time following any incident), as requested by the Port

Daily reports, including daily activity/concession inspection logs and reports, shall be provided to the Port upon request by the Aviation Security Manager. Operator shall maintain and retain hard or electronic copies of these reports in a professional and organized manner through the end of the current calendar year plus two additional years. In the event this agreement should terminate, Operator shall turn over electronic copies of these records (in an organized manner acceptable to the Aviation Security Manager) at no cost to the Port.

Monthly reports shall be submitted within ten (10) calendar days of the end of the month or part thereof, for which a report is due.

Operator shall supply Port with such other financial or statistical reports as the Aviation Security Manager may request from time to time during the Operating Term of this Agreement. In addition, Operator shall address each customer complaint regarding the Services within five (5) business days of receipt by Operator of the notice of such complaint.

MONTHLY PERFORMANCE INSPECTIONS

In cooperation with the Port, Operator will design a monthly quality inspection program and report, which will be used to determine overall quality of contract performance, officer job knowledge, and training effectiveness. Additionally, the inspection will include observations of security officers to ensure office conduct and appearance meet expectations. A monthly performance evaluation meeting will be scheduled with the Port to discuss the inspection, as well as resulting changes or actions. Operator will provide the Aviation Security Manager with a complete inspection report during the monthly meeting.

Supervisors test the competency of every new security officer prior to standing post assignment to ensure retention of knowledge. Operator supervisors will conduct monthly competency testing and as impromptu testing as they make their daily site checks. Quarterly and random test are documented.

KEY PERFORMANCE INDICATORS

Operator will, in cooperation with the Port, develop new key performance indicators (KPIs) to measure Operator’s performance and ability to improve on the current standards. The KPI initiative has five categories of emphasis including: On-Site Manager Performance, Security Officer Performance, Training Status, Equipment Maintenance, Customer Service and Projects (special focus area) and Ideas to Improve Operations. Operator’s KPIs are designed to not only motivate each individual employee to perform at the best of his/her ability but allows for each and every officer, no matter his/her position, the opportunity to receive a tangible reward for a job well done.

THIRD PARTY ANNUAL AUDIT

Operator will perform an in-depth annual audit at no charge to the Port, conducted by a nationally recognized third-party aviation security consultant or similar agency to be approved by the Port. The audit will be comprised of at least the following areas: Administrative Processes, Contract Compliance,
Equipment/Facilities, Post Orders, Communications, Safety/Health, and Operations (which includes Customer Service and Training/Qualifications). The auditor will interview the Aviation Security Manager or designee and a synopsis of the audit will be shared with the Port. Audit recommendations will be implemented in accordance with the Operator’s standard operating policy and procedures. All audit findings and reports shall be provided to the Port.

NO SOLICITATION

Operator and/or its employees shall not engage in the sale of any product or service, or the solicitation of such sale, at the Airport.
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT “B”

COMPENSATION

1. **Compensation to Operator:**

   The maximum amount payable under this Agreement shall not exceed $________ over a period of ____ years.

   **ALL-INCLUSIVE HOURLY RATE**

   **PER GUARD HOUR / RELIEF GUARD HOUR PROVIDED** $______

   **PER GUARD SUPERVISOR HOUR PROVIDED** $______
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT “C”

RESERVED
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT “D”

ADMINISTRATIVE FEES

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

The Port shall assess Administrative Fees for each instance of the Operator’s failure to perform pursuant to the Agreement. The Director at his/her sole discretion may elect to waive an assessment of Administrative Fees for a particular violation; however, that waiver shall not apply to prior or future violations. The Director shall provide Operator written notice of each violation and of the applicable Administrative Fee with reasonable promptness after receiving actual notice that a violation of the Agreement has occurred for which an Administrative Fee may be charged to the Operator.

The Administrative Fees specified in this Agreement, shall not be assessed if the Operator’s failure is excused under Section 35.9 of the Agreement.

STAFFING

Any amounts payable by the Port to the Operator under this Agreement (“Amounts Payable”) may, at the option of the Director, be reduced by two hundred and fifty dollars ($250.00) each time one of the following performance violation occurs for each guard, per each shift;

1.1 Failing to maintain a neat personal appearance;
1.2 Failing to behave courteously;
1.3 Failing to possess proper photo ID at all times while at the Airport;
1.4 The use, possession or being under the influence of any alcoholic beverage or prohibited substance while on duty or at the Airport;
1.5 Use of profane or vulgar language directed to or at the public, airport personnel, or those designated by the Operator to supervise the Services;
1.6 Failure to perform functions of a security guard at the Airport as set forth in this Agreement;
1.7 Smoking, eating or littering while on duty or at the Airport;
1.8 Any “clocking” in or out using another employee’s card or identification;
1.9 Providing services or working for another entity, including the Operator, other than the Services for the Port while on duty;
1.10 Supervisor not available at the Port’s request;
1.11 Solicitation of passengers for sale of goods or services, or for tips or other unauthorized exchange of money;

1.12 Providing false information to passengers;

1.13 Failing to operate a vehicle in a safe manner;

1.14 Failing to comply with posted speed limits and traffic control signs;

1.15 Soliciting or accepting tips or gratuities in any form or manner;

1.16 Permitting or giving consent to Airport users to leave vehicles unattended or to load or unload at areas not designated by the Port for that purpose; and

1.17 Failure to follow other Airport Rules, Policies and Regulations.

CUSTOMER COMPLAINTS

The Amounts Payable may, at the option of the Director, be reduced by three hundred dollars ($300.00) for each customer complaint that is not addressed or resolved in a manner reasonably acceptable to the Port within five (5) working days of receipt by Operator of the notice of such complaint.

NON-STAFFING

The Amounts Payable may, at the option of the Director, be reduced by three hundred dollars ($300.00) for each fifteen (15) minutes or fraction thereof that a post is unattended at any of the following locations:

Concessions Security Checkpoints in Terminals 1 and 2;

Special Assignments.

FAILURE TO SUBMIT REPORTS IN A TIMELY MANNER

Operator acknowledges that it is required to submit periodic reports required under the Agreement and others as required by the Aviation Security Manager. The Amounts Payable may, at the option of the Director, be reduced by One Hundred Dollars ($100.00) per day, per report, for each day such report(s) are late, or for each time such reports are submitted with material information missing or with material inaccuracies. Required reports include, but are not limited to:

A. Reports required by Section 6.6 or Exhibit “A”.

FINANCIAL

The Amounts Payable may, at the option of the Director, be reduced by two hundred and fifty dollars ($250.00) for each of the following:

1. OVERSTATEMENT OF ANY ITEM OF ACTUAL EXPENSE ON ANY BILL, STATEMENT OR REPORT WITH WHICH REIMBURSEMENT FROM THE PORT IS REQUESTED, WITH SUCH FINES NOT TO EXCEED $500 PER MONTH; AND

2. ANY FAILURE TO PROVIDE VERIFICATION OR EVIDENCE THAT PAYMENTS HAVE BEEN MADE OF REIMBURSED EXPENSES TO THE PARTY NOTICED ON THE BILL, STATEMENT OR REPORT FOR SUCH REIMBURSEMENT.
MISCELLANEOUS

The Amounts Payable may, at the option of the Director, be reduced by the amount specified for each time one of the following performance failures occurs:

2.1 One Hundred Dollars ($100.00) for each instance of failure to meet minimum performance standards;

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

2.3 Three Hundred Dollars ($300.00) for each failure to patrol Airport grounds as required by this Agreement to include, Concessions in T1 and T2, and Special Assignments;

2.4 Two Hundred Fifty Dollars ($250.00) for each failure to prepare and submit a written incident report for incidents of injury or loss in an accurate manner within twenty-four (24) hours from the time of the incident;

2.5 Two Hundred Fifty Dollars ($250.00) for each day the Operator fails to provide the Port with an Operations / Training Manual after 30 days from the Commencement Date of the Agreement;

2.6 Reserved;

2.7 Reserved;

2.8 Five Hundred Dollars ($500.00) for each occurrence of the suspension of any service or the non-receipt or repossession of any product due to Operator’s failure to pay invoices or bills subsequent to any reimbursement by the Port for such services or products;

2.9 Five Hundred Dollars ($500.00) for each occurrence of failure by Operator to maintain the Premises or Equipment as set forth in Sections 10 and 11, or for each failure to meet the training schedule specified in Exhibit “G”;

2.10 Five Hundred Dollars ($500.00) for each occurrence of the failure by Operator to provide immediate notification to the Port of a terminated employee who was engaged in providing any of the Services by calling the Port’s 24-hour Airport Security number, or for each occurrence of the failure by Operator to return to the Port all Airport identification badges or keys for each such terminated employee within 48 hours of such termination;

2.11 Five Hundred Dollars ($500.00) for each occurrence of the failure by Operator to return to the Port all Airport parking cards for each terminated employee within 24 hours of such termination;

2.12 Five Hundred Dollars ($500.00) for each instance of improper influence, as specified in Section 28 of the Agreement;

2.13 Two Hundred Fifty Dollars ($250.00) for each failure of an employee of the Operator while on duty to fail to wear a uniform approved by the Aviation Security Manager and be fully equipped with equipment approved by the Aviation Security Manager, or for each failure of an employee on a shift to wear similar type uniforms approved by the Aviation Security Manager;
2.14 Two Hundred Fifty Dollars ($250.00) for having any unlicensed or untrained employee providing any of the Services;

2.15 Two Hundred Fifty Dollars ($250.00) for each failure to remove an employee from the Services and the Premises pursuant to Section 9.2 of the Agreement; and

2.16 Two Hundred Fifty Dollars ($250.00) for any breach of Operator's obligations under “DRUG AND SUBSTANCE ABUSE TESTING” on attached Exhibit “G”.

2.17 Two Hundred Fifty Dollars ($250.00) for any breach of the Agreement for which no other penalty is otherwise provided in this Exhibit “D”.
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT E
LABOR PEACE AGREEMENT(S)

[Insert signed Labor Peace Agreement(s)]
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT “F”

RESERVED
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT “G”

PERSONNEL

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

Operator shall verify the right of all its employees to work in the United States in compliance with the requirements of the Immigration Reform and Control Act of 1986. Port reserves the right to inspect the employment eligibility verification forms (Form 1-9 OBM No. 1115-0236, or any revised version) completed by Operator's employees who are employed at the Airport. A list of the names and duty hours, of each employee shall be maintained by Operator on a weekly basis, and supplied to the Aviation Security Manager upon request, and promptly updated when changes occur.

Operator will assign a full-time Project Manager, Assistant Project Manager, and Training / Scheduling Officer dedicated to the Airport and this Agreement. The Operator shall have a Supervisor on duty any and all times a security guard is on duty. The Project Manager, Assistant Project Manager, and Training / Scheduling Officer may act in the role of the Supervisor, with prior approval of the Aviation Security Manager, (hours may be reimbursed at the rate per supervisor guard hour).

Project Manager/Supervisors

The Project Manager shall be in complete charge of the Operator's operations at the Airport and shall be qualified, experienced and vested with full power and authority in respect to the conduct of the Operator's operation hereunder. The Project Manager or Assistant Project Manager shall be available during regular business hours (i.e., Monday through Sunday 0330-1930 hours) and by telephone 24/7. The Port shall not pay for any scheduled overlap in working hours of the Project Manager/Assistant Project Manager and any other Supervisor.

The Project Manager and Assistant Project Manager must be a highly qualified and experienced manager who is knowledgeable of current security enforcement laws, charged with responsibility and authority by Operator in respect to the method, manner, and conduct of the Services. The Project Manager must have at least five (5) years' experience managing or supervising a security guard operation with eight (8) or more employees on a multi-shift operation.

The Project Manager and Assistant Project Manager Supervisor shall maintain continuing liaison with the Aviation Security Manager to ensure complete understanding of the Airport's operational and security policies and assure the selection, training, and operation of an efficient and effective contract security force to implement and support such policies. The Project Manager and Assistant Project Manager's duties will include but not be limited to the following, consistent with the requirements of this Agreement:
1. Implement a staff training program and the development of training and operational manuals covering all related aspects of the Services. The Project Manager/Supervisor shall establish performance criteria and job descriptions for all staff and make such available to the Port when requested to do so.

2. Develop, as necessary, all forms for use in all aspect of the Services subject to Port approval, for such items as daily incident reports, application, accident report forms, complaint report forms and other forms that are deemed necessary to facilitate efficient management of the Services.

3. Perform or designate assistant supervisory personnel to perform the following duties: a) fully supervise the Operator’s employees; b) require all staff to be properly trained, follow rules of conduct and be properly dressed and otherwise prepared and suitable for their assigned duties; c) provide the Port with a weekly staff schedule by assignment in advance, a schedule of all other staff assigned to the Services and schedule of hours of operation.; d) monitor hours of staff to assure that time card and schedules are accurate and in accordance with approved schedules; e) daily inspection of all equipment used for operations; (f) report or correct any problems in accordance with the requirements of this Agreement; g) discipline or dismiss employees who fail to perform in compliance with the highest industry operating standards; h) by no later than ninety (90) days following the Commencement Date of this Agreement, develop a service quality survey to be administered to Airport tenants on routine basis to determine the acceptance and performance of Operator and its employees and provide results of survey information to the Port when requested; and i) perform other field supervision activities as required.

4. Provide an approved means of responding to emergencies and public needs on a twenty-four (24) hour per day basis through the use of Supervisors, and/or other designated on-call staff personnel.

5. Ensure that the Aviation Security Manager is fully briefed on all breach of security matters and emergency incidents which have or will result from the operation of the security force or which come to the attention of any member of the security force and related to the Airport security operation.

6. Remain readily available or designate a Supervisor to remain on-call so that all shifts and personnel will have the ability to receive personal direction, review, and inspection of the Director or the Designee during emergency situations.

7. Prepare Post Orders for use by Supervisors and guards, based on Changed Conditions (see 49 CFR 1542.107) prepared by Port staff, for review / approval by Aviation Security Manager or Designee.

GUARD PERSONNEL QUALIFICATIONS

Security guard personnel shall be recruited, selected, and assigned to assure the most dependable and efficient security force capable of implementing all facets of the Oakland Airport Security Program, relevant sections of which may be provided to Operator. Such guards shall be able to understand written and oral instructions in English, to communicate commands, directions and customer information in English, and to interact in a professional and courteous manner with Airport staff, customers and other users of the Airport. Guard candidates will receive preliminary screening at the Operator’s office and selected personnel will then be directed to the Aviation Security Manager at the Airport to perform and carry out Operator’s responsibilities under the Agreement.

Operator shall confirm a ten (10) year continuous history of employment, with no more than a two (2) month gap in such history on all guard candidates prior to final selection. In addition, Operator shall conduct and obtain a five (5) year verifiable background check on all guard candidates prior to final selection, in order to properly screen guard candidates and to qualify for issuance of an Airport ID.
Access badge as needed. Operator shall retain all such information for the duration of the Operating Term and shall submit all such supporting background information to the Aviation Security Manager upon termination of this Agreement. Such information on active duty guards will also be made available upon request during the Operating Term. Operator shall conduct initial start-up and annual Department of Motor Vehicle (DMV) checks on all guard personnel having assignments which include driving responsibilities. Any guard assigned to driving responsibilities must possess and maintain a valid State of California driver’s license for the duration of the driving assignment. The Operator shall provide to the Aviation Security Manager a copy of the complete DMV check on each guard providing any Services prior to start-up assignment and annually on that guard's start-up date. Alternatively, Operator has the option of enrolling into the DMV Employer Pull Notice Program. Operator shall confirm that each guard candidate possesses and maintains a valid security guard license issued by the California Department of Consumer Affairs Bureau of Security and Investigative Services and any other licenses required by Section 3.2(a) of the Agreement for the duration of the assignment. The Operator shall provide to the Aviation Security Manager a copy of such license(s) for each guard prior to assignment to render any of the Services under this Agreement.

Any guard assigned to traffic control at the Airport shall not also be employed at the Airport by any other concession, vendor, permittee or licensee of the Port operating at the Airport or by any Airline operating at the Airport, in order to prevent any conflict of interest in the guard’s duty to provide the Services.

**TRAINING**

Prior to the Commencement Date, Operator shall cause all of its guards and Supervisors who are to be involved in providing the Services to attend a training program, and all other guards, supervisors and/or managers subsequently employed by Operator during the Operating Term hereof to provide the Services shall also attend such a program. This program shall be for the purposes of guard training, orientation and trial operation of the Services. The program content shall be subject to review and approval by the Aviation Security Manager. System requirements, operating characteristics, customer service, work specifications and performance standard operating procedures and an employee disciplinary code shall be more specifically set forth in Operator's Operations and Procedural Manual which shall be reviewed and approved by the Director or the Designee pursuant to Section 8.1 of the Agreement. Operator shall provide on-going training on a semi-annual basis to its employees with respect to public relations, guard patrol procedures, safety, and other related operations. Operator shall ensure that each employee completes traffic enforcement training according to the training program that has been reviewed and approved by the Director or the Designee. Operator shall also provide training on vehicle born improvised explosive devices (VBIEDs) according to the training program that has been reviewed and approved by the Director or the Designee. Failure of the Operator to meet the training schedule, including the failure to ensure that all employees complete traffic enforcement training, shall result in the assessment of an Administrative Fee, as specified in Exhibit “D”.
SUPERVISOR & SECURITY GUARD PERFORMANCE STANDARDS

To assure quality service and a stable level of operations, the Supervisors and all guards providing any of the Services are expected to capably fulfill the responsibilities and duties described in this Agreement.

STAFFING

The Operator will hire and retain employees as may be necessary to manage and provide the Services in a cost effective, efficient manner providing quality customer service. This provision will apply at all times during the Operating Term. The Port retains the right to determine staffing levels and schedules based on operational needs. The Operator shall ensure that minimum staffing levels and schedules are met at all times. Operator will have the option at its expense to provide and pay for higher level staffing in lieu of failing to meet staffing requirements.

The Port shall have a right to review all of Operator’s employees assigned to provide the Services.

For holidays, special events and other situations, the Port may request and the Operator will provide and supervise additional staff as may be needed in addition to the staffing plan. The Operator will respond to Port’s request as provided in Section 3.1.

EMPLOYEE REQUIREMENTS

All employees, while on or about the Airport and acting within the course and scope of employment by Operator, shall be clean, neat in appearance, and uniformly attired, and shall behave courteously. No such personnel shall use improper language or act in a loud, offensive, or otherwise improper manner. Operator shall act to prevent the wrongful acts and omissions of its employees on or about the Airport. Operator shall act to ensure that minimum performance standards set forth in this Agreement and as directed by the Director or the Designee shall be met at all times. Operator shall control the conduct, demeanor, and appearance of its agents, employees, and officers at the Airport. Operator shall act to prevent its employees from violating any of the following:

1. Failing to maintain a neat personal appearance;
2. Failing to behave courteously;
3. Failing to display Airport badge or possess proper photo ID at all times while at the Airport;
4. The use, possession or being under the influence of any alcoholic beverage or prohibited substance while on duty or at the Airport;
5. Use of profane or vulgar language directed to or at the public, airport personnel, or those designated by the Operator to supervise the Services;
6. Failure to perform functions of a security guard at the Airport as set forth in this Agreement;
7. Smoking, eating or littering while on duty or at the Airport;
8. Any “clocking” in or out using another employee’s card or identification;
9. Providing services or working for another entity, including the Operator, other than the Services for the Port while on duty;
10. Supervisor not available at the Port’s request;
11. Solicitation of passengers for sale of goods or services, or for tips or other unauthorized exchange of money;
12. Providing false information to passengers;
13. Failing to operate a vehicle in a safe manner;
14. Failing to comply with posted speed limits and traffic control signs;
15. Soliciting or accepting tips or gratuities in any form or manner;
16. Permitting or giving consent to Airport users to leave vehicles unattended or to load or unload at areas not designated by the Port for that purpose; and
17. Failure to follow other Airport Rules, Policies and Regulations.

BREAKS

Operator shall comply with all laws regarding lunch and other breaks. The Port will not pay Operator for Guard lunch and other break times. During lunch periods and breaks Operator shall formally relieve that employee with another uniformed guard acceptable to the Director or the Designee. Operator shall ensure that continuous patrol activity as required by this Agreement is maintained during all lunch and break periods.

TERMINATION OF EMPLOYEE

Upon termination of any employee, Operator shall be responsible for returning to Port any Airport identification badges and any Airport parking cards within 24 hours of such termination. Failure to return such items to the Port shall result in the assessment of an Administrative Fee as specified in Exhibit “D”. In addition, the Operator shall be responsible for the cost of replacement for any lost Airport identification badges, keys or Airport parking cards.

DRUG AND SUBSTANCE ABUSE TESTING

The Operator will maintain a drug-free workplace. The Operator, at its own expense, shall institute a mandatory, random drug and substance abuse testing program for all personnel assigned to provide the Services. The Operator shall retain the expert services of a local, certified and licensed testing facility. The program must be in place prior to the Commencement Date and maintained in force thereafter, throughout the entire Operating Term of the Agreement.

PERSONNEL RECORDS

The Operator shall keep accurate and detailed records on personnel and staffing for examination by the Port upon two (2) days written request to the Operator. This shall include, but not limited to, name and address changes, date of hire, salary and benefits paid, training received and performance reviews. These records shall be maintained and made available upon request for the entire duration of this Agreement, and thereafter for three (3) additional years, or such longer period required by Section 6.2 of the Agreement.

EMPLOYEE UNIFORMS

Employees (including Supervisors) must be uniformed and must wear name tags at all times while on duty. The Project Manager shall not be required to wear a uniform or name tag unless otherwise required by the Operator. Uniform and equipment standards shall be as specifically approved by the Aviation Security Manager. The Operator shall provide and maintain in good condition all uniforms at its own expense. The Operator shall furnish all uniforms to all guards in sufficient quantity to assure an official appearance for all personnel. Shirts and blouses shall all be the same color and style, and shall have a company identification patch sewn on. In addition, all of Operator’s employees for any shift shall wear similar style uniforms for such shift. Operator shall also provide boots and safety equipment required by State of California standards, including without limitation, reflective traffic jackets, flash lights, rain gear and safety reflective vests. Each employee shall wear in plain view an employee identification number and/or name tag. In addition, Operator shall issue a company photo identification badge to each employee which shall be produced upon request at all times while on-duty.
All uniforms shall be without tears and holes or excessive unsightly repairs. Any violations for employees’ failure to wear approved uniform and equipment or for failure of all employees on a shift to wear similar style uniforms approved by the Aviation Security Manager, shall result in the assessment of an Administrative Fee as specified in Exhibit “D”.

**EMPLOYEE PARKING**

Operator is responsible for obtaining Airport parking for its employees providing Services hereunder the fees for which may be paid by Operator or passed down to its employees, at Operator’s option. Parking for the Operator’s employees providing the Services will be in an employee Parking Lot or other area designated by the Port. Employees are to park in this area only, unless other provisions are arranged by the Port.

**NO SOLICITATION OF TIPS**

Guards shall neither solicit tips or gratuities nor accept tips or gratuities from anyone at the Airport.

**MINIMUM PAY**

*Guards*

Due to the need to maintain a skilled and highly trained guard workforce with minimal turnover in a highly competitive job market, minimum pay to guards shall be the greater of (1) $20.00 per hour, (2) any applicable minimum or living wage required by local / state / federal law, or (3) any wage required by applicable labor peace agreements.

*Guard Supervisors*

Due to the need to maintain a skilled and highly trained guard workforce with minimal turnover in a highly competitive job market, minimum pay to guard supervisors shall be the greater of (1) $22.00 per hour, (2) any applicable minimum or living wage required by local / state / federal law, or (4) any wage required by applicable labor peace agreements.

*On-Site Management Personnel*

Minimum pay to the required management / leadership positions shall be:

- Project Manager: $36.00 per hour (or $74,880 per year)
- Assistant Project Manager: $30.00 per hour (or $62,400 per year)
- Training / Scheduling Officer: $24.00 per hour (or $49,920 per year)
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT “H”

RESERVED
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT “I”

INSURANCE REQUIREMENTS

Operator at its expense shall procure and maintain during the Operating Term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Operator, his agents, representatives, employee or subcontractors. Certificates of insurance, evidencing the types and amounts of insurance described below, must be submitted prior to the Commencement Date of the Agreement.

MINIMUM SCOPE AND LIMITS OF INSURANCE

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

1. Commercial General Liability: Subject to a limit of Five Million Dollars ($5,000,000) combined single limit per occurrence and annual aggregate, including coverage for bodily injury and property damage including contractual liability, products and completed operations, broad form property damage, personal injury, advertising injury and independent contractors; such coverage shall also include assault and battery coverage; care, custody and control liability for property to be guarded; coverage for use of firearms (if applicable), and security errors & omissions liability (alternatively, security errors & omissions Liability can be covered separately as described in Item 5 below – Professional Liability Insurance).

2. Business Automobile Liability for all owned, non-owned and hired vehicles: Subject to a limit of Five Million Dollars ($5,000,000) combined single limit, each accident, for bodily injury and property damage for all owned, non-owned and hired vehicles (subject to ISO form number CA 0001 (Ed. 6/92) covering Automobile Liability, Code 1, “Any Auto”);

3. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars ($1,000,000) per accident for bodily injury or disease;

4. Fidelity/Crime Bond shall be obtained in an amount not less than Five Hundred Thousand Dollars ($500,000), with a deductible not to exceed $25,000 per loss, payment of which shall be the obligation of the Operator, and shall be a blanket bond covering all employees. The Fidelity/Crime Blanket Bond shall also include the Port as Loss Payee; and

5. Professional Liability Insurance. Such insurance shall provide limits of not less than One Million Dollars ($1,000,000) per claim and annual aggregate covering Operator's liability, including liability for Operator's independent contractors, for Services performed under this Agreement. Such insurance shall be maintained for at least 2 year(s) after completion and acceptance of the Services covered by this Agreement.
OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Business Automobile Liability coverages described above shall include provisions that:
   a) the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, “Port of Oakland”, its agents, employees, commissioners and officers are included as additional insured’s, by endorsement, with respect to any liability arising out of activities performed by or on behalf of Operator, products and completed operations of Operator; premises owned, leased or used by Operator or other locations from which the Services are provided, or automobiles owned, leased, hired or borrowed or used by Operator; all without special limitations on the scope of protection afforded to Port, its agents, contractors, employees, commissioners and officers and that coverage includes a cross liability/separation of insureds provision;

2. All insurance policies require by Exhibit I of this Agreement are to contain, or be endorsed to contain, the following provisions:
   a) the insurance is the primary insurance, without any obligation of any other insurance provided to the Port, its agents, employees, commissioners and officers or any insurance or self insurance maintained by Port, its agents, employees, commissioners and officers (including any self-insured retention or deductible) to contribute, share or split pro rata any liability covered by the Operator’s insurance;
   b) If any excess or umbrella liability insurance policy is used to satisfy any requirement of this Exhibit I, all requirements of this Exhibit I shall apply to such excess or umbrella policy including but not limited to requirements for insurance to be primary, waive subrogation, and add certain parties as additional insureds. Such excess or umbrella insurance is primary to any insurance maintained by the Port, its agents, employees, commissioners and officers, without any obligation of any insurance maintained by the Port, its agents, employees, commissioners and officers (including any self-insured retention or deductible) to contribute, share or split pro rata any liability covered by the Operator’s insurance.

ACCEPTABILITY OF INSURERS

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

DEDUCTIBLES OR SELF-INSURED RETENTIONS

For all required insurance, deductibles or self-insured retentions may not exceed Twenty-Five Thousand Dollars ($25,000), unless approved by the Port Risk Management Department. Operators may not charge the Port for any expense of any self-insurance retention program of the Operator.

RELEASE AND WAIVER

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

CANCELLATION OR REDUCTION OF COVERAGE

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

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

PROOF OF COVERAGE

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

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

   Port of Oakland
   Attn: Risk Management Department
   530 Water Street
   Oakland, CA  94607
   Fax #: 510-627-1626
   Email: risktransfer@portoakland.com

REVIEW OF COVERAGE

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

SUBCONTRACTORS

If any subcontractors are approved by the Port pursuant to Section 24.1 of the Agreement, then Operator shall include all such subcontractors as insured under its policies or shall obtain separate certificates endorsements for each such subcontractor evidencing the coverage described in this Exhibit I.
PORT OF OAKLAND  
OAKLAND INTERNATIONAL AIRPORT  
AIRPORT SECURITY GUARD SERVICES AGREEMENT  

EXHIBIT “J”  

FORM OF PERFORMANCE BOND  

__________________________, a [corporation, partnership or business] organized under the laws of  
______________________________________ (hereinafter called the “Principal”), and  
_________________________ a corporation of the State of __________________ which is  
licensed to do business in the State of California (hereinafter referred to as the “Surety”), are held and  
firmly bound unto the Port of Oakland acting by and through its Board of Port Commissioners  
(hereinafter called the “Port”) in the full and just sum of $________,000 (the “Sum”) covering the  
Operating Term of the Agreement for Airport Security Guard Services Agreement  
between the Principal and the Port dated __________, __ (the “Agreement”), to the payment of  
which Sum and truly to be made, the said Principal and Surety bind themselves, their heirs,  
administrators, successors and assigns, jointly and severally, firmly by these presents. 

WHEREAS, under the terms of the Agreement, the Principal shall provide the Services (as defined in  
the Agreement) and perform all of its other obligations at the Metropolitan Oakland International  
Airport, as described in the Agreement, and the Agreement is hereby incorporated herein by reference  
and made a part hereof;  

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

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

In the event that Principal becomes a debtor under any chapter of the Federal bankruptcy laws, or  
becomes subject to any other statute providing for the recovery of transfers of payments or property,  
the obligations of the Surety hereunder shall include the obligation to reimburse the Port for any  
transfers or payments under the Agreement relating to the Services or Principal’s other obligations  
made by Principal to the Port prior to the commencement of such proceedings to the extent that such  
transfers or payments are voided and recovered from the Port by Principal, or by a creditor of Principal,  
or by a trustee, receiver, custodian or similar official appointed for Principal or for substantially all of  
Principal’s assets. Provided, however, that the obligations set forth in the preceding sentence shall be  
reduced pro tanto upon: (1) the entry of a final, non-appealable order of a court of competent  
jurisdiction permitting the Port to retain all or any portion of such transfers or payments; (2) the  
execution of an agreement and approval thereof (if in the reasonable exercise of the Port’s judgment
such approval is necessary) by a final non-appealable order of a court of competent jurisdiction permitting the Port to retain all or any portion of such transfers or payments; or (3) the expiration of the applicable statute of limitations with respect to the avoidance and recovery of such transfers or payments without any claim therefore having been made against the Port.

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

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

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

[SIGNATURE PAGE FOLLOWS]
ATTEST:                  PRINCIPAL:

__________________________________________

Secretary

By:________________________________________

(Affix Official Seal)

Print Name and Title

ATTEST:                  SURETY:

__________________________________________

Secretary

By:________________________________________

(Affix Official Seal)

Print Name and Title
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT “K”

NON-DISCRIMINATION PLAN FOR EMPLOYMENT

I. NON-DISCRIMINATION POLICY

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

Equal Employment Opportunity Statement

It is the policy of Operator, personally subscribed to and supported by its principals, that there shall be no unlawful discrimination against an employee or applicant for employment on the basis of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. This policy includes, but is not limited to, the following: hiring, upgrading, recruitment, recruitment advertising, selection, training, demotion, transfer, compensation, lay-off or termination, or any other term or condition of employment. To implement this policy, Operator has a nondiscrimination program which is supported by all of Operator's managers and supervisors, and which Operator shall fully implement as appropriate during the Operating Term. To assure that equal opportunity and non-discrimination efforts are properly carried out, Operator at all times shall have an Equal Employment Coordinator; provided, however, that the principals of Operator shall be responsible for proper implementation of the Non-Discrimination Plan. Notwithstanding any provisions of this Plan to the contrary, Sections II-V of this Plan shall not become applicable unless and until the Operator has 15 or more employees.

II. RESPONSIBILITIES AND DUTIES OF EQUAL OPPORTUNITY COORDINATOR

In addition to the Equal Employment Opportunity Coordinator’s regular duties, it is the Coordinator’s responsibility to: (1) develop equal opportunity and non-discrimination procedures and communication techniques; (2) assist supervisors and managers in identifying and solving problems relating to equal opportunity; (3) maintain an open-door policy to all employment problems which may be raised by employees or applicants for employment; (4) design and implement a system of periodic monitoring and reporting Operator's equal opportunity efforts, including monitoring of selection procedures and regular review and validation of any selection requirements and tests which are found to impact adversely on any person belonging to any of the protected classes; (5) keep informed, and keep senior management informed, on equal opportunity developments; (6) act as a liaison with equal opportunity agencies; (7) ensure that all managers and supervisors comply with this policy and implement Operator’s non-discrimination program; (8) train employees, including supervisory and management personnel, to create a favorable climate for an effective equal opportunity program; (9) ensure that all of the Operator's facilities are desegregated; (10) conduct a periodic audit to ensure notices are properly displayed; (11) review the qualifications of all employees to ensure that all employees are given full opportunity for promotions or transfer; (12) encourage employees including to participate in all company-sponsored social and recreational events, educational and training programs; (13) communicate to supervisors that their performance is being evaluated on their equal
employment opportunity and non-discrimination efforts and results as well as other criteria; (14) ensure that supervisors take action to prevent discriminatory harassment of employees.

III. COMMUNICATION OF POLICY

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

**Internal Dissemination**

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

**External Dissemination**

A. Recruiting services through which Operator hires, and each labor union or workers’ representative with which it has a collective bargaining agreement or other employment-related contract, shall be informed through meetings or by written notification of the Operator’s policies regarding equal opportunity. Operator will encourage the above actively to recruit and refer diverse applicants.
B. All advertisements for employment will state that Operator is an equal opportunity employer.
C. When employees are featured in marketing campaigns, employee handbooks or similar publications under Operator's control, diverse employees will be pictured where practicable.
D. An Equal Opportunity Clause will be inserted by Operator in all future labor union agreements, purchase orders and all other contracts relative to this Agreement.

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

Any questions relating to details of this Plan should be referred to Operator’s Equal Employment Opportunity Coordinator.
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT “L”

CALIFORNIA LABOR CODE SECTION 2810

INFORMATION REQUIRED TO COMPLY WITH
CALIFORNIA LABOR CODE SECTION 2810

To comply with CA Labor Code Section 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract. This only applies to janitorial and security guard contracts and any construction related services.

<table>
<thead>
<tr>
<th>Contractor</th>
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<tbody>
<tr>
<td>Name:</td>
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<tr>
<td>Address:</td>
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<td>Telephone No.:</td>
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<td>Employer Identification No</td>
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<tr>
<th>Description of Services:</th>
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<tbody>
<tr>
<td>Describe Services: Security Guard Services</td>
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<table>
<thead>
<tr>
<th>Commencement and Completion Dates:</th>
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<tr>
<th>Worker's Compensation Insurance</th>
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<tbody>
<tr>
<td>Policy No.</td>
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<tr>
<td>Name of Insurer (Not Broker):</td>
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<tr>
<td>Address of Insurer:</td>
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<tr>
<td>Telephone No. of Insurer:</td>
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<tr>
<th>For Vehicles owned by Contractor and used in performing work under this Contract</th>
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<tbody>
<tr>
<td>VIN (Vehicle Identification No.):</td>
</tr>
<tr>
<td>Automobile Liability Insurance Policy No.:</td>
</tr>
<tr>
<td>Name of Insure (Not Broker):</td>
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<tr>
<td>Address of Insurer:</td>
</tr>
<tr>
<td>Telephone No. of Insurer:</td>
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<table>
<thead>
<tr>
<th>Address of Property used to house workers on this Contract, if any:</th>
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<table>
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<tr>
<th>Workers employed under this Contract</th>
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<tbody>
<tr>
<td>Estimated Total number of workers to be employed on this Contract:</td>
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<tr>
<td>Estimated total wages to be paid workers:</td>
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<tr>
<td>Dates (or schedule) when wages will be paid: (e.g. weekly, monthly, etc.)</td>
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<tr>
<th>Independent Contractors utilized under this Contract</th>
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<tbody>
<tr>
<td>Estimated total number of independent contractors to be used in this contract:</td>
</tr>
<tr>
<td>List of current local, state and federal contractor license identification numbers required by law for independent contractors:</td>
</tr>
<tr>
<td>Amount of commission paid under this contract</td>
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</tbody>
</table>
PORT OF OAKLAND
OAKLAND INTERNATIONAL AIRPORT
AIRPORT SECURITY GUARD SERVICES AGREEMENT

EXHIBIT “M”

FAA AIP GRANT-REQUIRED PROVISIONS

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

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

A. General Civil Rights Provisions.

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

B. Compliance With Nondiscrimination Requirements.

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-Discrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   - Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
   - Cancelling, terminating, or suspending an Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 1 through 5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the United States. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

• The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).


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

E. Occupational Safety and Health Act.

This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Operator must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Operator retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 U.S.C. §651, et seq; 29 CFR Part 1910). Operator must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
RFP No.: 18-19/20, Airport Security Guard Services

To comply with California Labor Code Section 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract. This only applies to contacts with labor services associated with Construction, Farm Labor, Garment, Janitorial, Security Guard, or Warehouse Contractors.

<table>
<thead>
<tr>
<th>Contractor</th>
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</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Address:</td>
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<tr>
<td>Telephone No.:</td>
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<tr>
<td>Employer Identification No. (EIN):</td>
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</table>

<table>
<thead>
<tr>
<th>Description of Services:</th>
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<tbody>
<tr>
<td>Describe Services:</td>
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<table>
<thead>
<tr>
<th>Commencement and Completion Dates:</th>
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<table>
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<tr>
<th>Worker’s Compensation Insurance</th>
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<tbody>
<tr>
<td>Policy No.</td>
</tr>
<tr>
<td>Name of Insurer (Not Broker):</td>
</tr>
<tr>
<td>Address of Insurer:</td>
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<tr>
<td>Telephone No. of Insurer:</td>
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</tbody>
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For Vehicles owned by Contractor and used in performing work under this Contract

<table>
<thead>
<tr>
<th>VIN (Vehicle Identification No.):</th>
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<tbody>
<tr>
<td>Automobile Liability Insurance Policy No.:</td>
</tr>
<tr>
<td>Name of Insurer (Not Broker):</td>
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<tr>
<td>Address of Insurer:</td>
</tr>
<tr>
<td>Telephone No. of Insurer:</td>
</tr>
<tr>
<td>Address of Property used to house workers on this Contract, if any:</td>
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</table>

<table>
<thead>
<tr>
<th>Workers employed under this Contract</th>
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</thead>
<tbody>
<tr>
<td>Estimated Total number of workers to be employed on this Contract:</td>
</tr>
<tr>
<td>Estimated total wages to be paid workers:</td>
</tr>
<tr>
<td>Dates (or schedule) when wages will be paid: (e.g. weekly, monthly, etc.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Independent Contractors utilized under this Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated total number of independent contractors to be used in this contract:</td>
</tr>
<tr>
<td>List of current local, state and federal contractor license identification numbers required by law for independent contractors:</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Commissions</th>
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<tbody>
<tr>
<td>Amount of commission paid under this contract</td>
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</table>
RFP No.: 18-19/20, Airport Security Guard Services

The undersigned acknowledges that it has carefully reviewed, understand, and agree to the terms of the Labor Peace Rule attached to this RFP. The undersigned understands that compliance with the Labor Peace Rule is a material term to performing Airport Security Guard Services. If selected as the successful Respondent, the undersigned agrees to fully comply with the Labor Peace Rule.

If selected as the successful Respondent, the undersigned agrees to obtain and provide to the Port the required Labor Peace Agreement prior to executing the Airport Security Guard Services Agreement.

The undersigned also agrees and acknowledges that the Port has a proprietary interest in the timely placement of the successful Respondent and the successful Respondent’s operations under a Labor Peace Agreement (as defined in the Labor Peace Rule) and that undue delay in reaching such Labor Peace Agreement would interrupt the provision of services to Airport passengers and subject concessions to labor disruptions.

RESPONDENT

(to be signed by at least one authorized signatory from each entity/partner submitting this Proposal)