



Purchasing Department
530 Water Street
Oakland, CA 94607

April 5, 2019

ADDENDUM No. 1

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

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

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

1. Question: Who is the current incumbent for this contract?

Answer: The current contractor is HSS Inc.

2. Question: What is the current value of this contract?

Answer: The value of the current contract is \$5,815,000.

3. Question: What is the CBA agreement between the Port of Oakland and the incumbent?

Answer: The Port does not have a Labor Peace Agreement with the incumbent and the Port does not believe the current incumbent has a CBA relating to the current contract.

4. Question: What are the anniversary dates for the current airport guard services?

Answer: The Port does not understand this question. The Port entered into a three year agreement for its existing Airport guard services with a possible two one-year extension.

5. Question: Exactly how many hours do these guards work? The solicitation states that there are up to 1100 hours per week but when calculated based on the times given in the solicitation, the hours totaled to approximately 600.

Answer: Please see Table Footnotes 1 & 2 in Section II (Scope of Services), B (Description of Services), I (Compensation and Hours) at the bottom of page 3 / top of page 4. The Port may use available weekly guard hours for any / all security assignments or customer service assignments consistent with the scope of services described in the RFP. As noted in the RFP, it is envisioned that the 1,000 guard hours will be assigned on a weekly basis for the following week.

6. Question: Will the Port add a separate line item for the 4 vehicles?

Answer: All costs associated with the required vehicles should be included in the two All-Inclusive Hourly Rates (AIHRs). That is, all costs for vehicles will be reimbursed to the selected contractor as the contractor provides guard hours to the Port (and is reimbursed at the AIHRs). Please see Attachment 4, Tables 1 & 2, Cost Category E (Vehicles).

7. Question: Will the Port provide a separate line item for vehicle costs in the price proposal?

Answer: All costs associated with the required vehicles should be included in the two All-Inclusive Hourly Rates (AIHRs). That is, all costs for vehicles will be reimbursed to the selected contractor as the contractor provides guard hours to the Port (and is reimbursed at the AIHRs). Please see Attachment 4, Tables 1 & 2, Cost Category E (Vehicles).

8. Question: May offerors request a site visit prior to providing a response to the RFP?

Answer: The Port believes the information contained in the RFP, plus the contractor's experience and expertise, should be sufficient to respond to the RFP without site visits.

9. Question: Which forms do potential subcontractors need to fill out for the proposal?

Answer: All subcontractors are to complete and submit with proposal, Attachment 5B – Local Participation Questionnaire.

10. Question: Is there a certain percentage of work that subcontractors need to fulfill if they are a certified LIABE/ SBE?

Answer: The Port is not requiring subcontracting. There is not a project specific goal for the utilization of Port certified LIA/LBA, SBE and VSBEs. Preference points will be awarded for the utilization of Port certified companies.

11. Question: Will the Port provide a separate line item for vehicle costs in the price proposal?

Answer: See response to Question #7.

12. Question: We note the instruction in RFP Section III.5 on page 9 and RFP Section IV.1 on page 10 to include any objections to any provisions of the Airport Security Guard Services Agreement and/or the RFP in the proposal. However we also note the following instructions stating what appear to be mandatory requirements:

- 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. See RFP Section III.2 on page 9.
- If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in the Airport Security Guard Agreement. See RFP Section VI.E on page 16.

Our question is: Are proposers permitted to take exception to the insurance and indemnification requirements in the proposal? As such we respectfully request a response to our question in advance of the question deadline, in case it will be necessary to pose exceptions to the insurance and indemnification provisions during the question period?

Answer: Respondent can explain why they cannot meet the insurance and indemnification provisions of the contract, but note that changes to the insurance requirements and indemnification provisions will likely not be allowed.

13. Question: On pages 1-4 of the RFP under Section II Scope of Services; the Port provides a breakdown of the fixed hours for TSA checkpoints and FIS yet those posts total 686 hours. Will the Port please share a breakdown of the aviation security as well showing the fixed assignments, or do the hours and shifts change weekly? Since there is a reference of a pool of hours and it being around 1,000 HPW we are hoping to gain a better understanding of the hours. (both permanent and as-needed or on-call).

Answer: Concession employee and product inspection hours (part of security services, not customer service) are shown in the table at the bottom of p. 3. All other security assignments vary from week-to-week; possible assignments are shown in Section I (Project Overview) and Section II (Scope of Services), B (Description of Services).

14. Question: Would the Airport please disclose what the fee is for an Airport badge?

Answer: Please see Airport web site <https://www.oaklandairport.com/airport-security/id-badging-office/id-badge-fee-information/>

15. Question: How often are badges renewed?

Answer: Badges expire two years from the date of issuance and may be renewed 30 days prior to its expiration.

16. Question: Is there a fee for renewal and if so, would the Airport please disclose that fee?

Answer: Please see answer to Question #14.

17. Question: If the Airport selects a new contract provider for these services, will the Airport waive the cost to rebadge all incumbent employees who have current airport credentials?

Answer: The contractor will need to pay the badge reissuance fee (\$25) per employee, but incumbent employees with active badges will not need to be re-fingerprinted (and therefore no finger printing fee of \$50).

18. Question: Do all positions at the Airport require the U.S. Customs' Service badges?

Answer: Only employees who have an operational need to access the Federal Inspection Services (FIS) area / International Arrival Building (IAB) require a Customs and Border Protection (CBP) seal on their badge.

19. Question: Would the Airport please disclose how many hours of training has traditionally be required to prepare an officer to stand post at the Airport?

Answer: The Port does not have this information. It is anticipated that the selected contractor will have the knowledge and expertise to implement guard training programs (including how long they should be) to train its personnel to perform all requested services to the highest possible level of service and professionalism.

20. Question: Has the Airport established a minimum number of training hours required initially?

Answer: No; see response to Question #19.

21. Question: Has the Airport established a minimum number of refresher training hours required?

Answer: No.; see response to Question #19.

22. Question: Would the Airport please disclose the typical duration of SIDA training?

a) Is it computer based or instructor led?

Answer: The training is computer-based and typically takes 1 hour to complete.

b) How often is SIDA training made available?

Answer: Training appointments are available Monday through Thursday by appointment. Appointments for finger printing and training are typically available within 1-2 weeks.

23. Question: Would the Airport please disclose the typical duration of ramp/AOA driving training?

Answer: The driver training typically takes 1 hour to complete.

24. Question: How often is this training conducted?

Answer: See response to Question #22b.

25. Question: Do the officers report to a single location prior to starting their shift for briefing and inspection?

a) If so, how long does it take for the officers get to from the shift briefing location to post?

Answer: The selected contractor will decide where guards are required to report to work and where / how they are briefed at the start of an assignment.

b) Additionally, how do the officers get to post, are they transported by the contractor or do they get there on their own?

Answer: The selected contractor will decide how guards get to assigned posts (e.g., drive v. walk). In the terminal area, it is usually possible for guards to walk to assigned posts (e.g., from assigned office space to the farthest post takes no more than approx. 20 minutes (maximum) at normal walking speeds). For other post / assignments, guards may need to use one of the vehicles required by the contract or be dropped-off / picked-up at the post using one of the vehicles required by the contract.

26. Question: Would the Airport please disclose the monthly costs per parking pass for employee parking?

Answer: An employee parking permit costs \$96 per quarter (\$384 per year).

27. Question: Are the passes assigned to individual employees or can passes be shared by the employees?

Answer: Parking permits are assigned to individual employees (guards) and may not be shared.

28. Question: The solicitation states that “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 GAIHR rate) and guard supervisors (billed at the S-AIHR rate).” Would the Airport please confirm that the relief guards are a part of the 1,000 hours per week of required service?

Answer: Relief guards are included in the 1,000 hours per week of required services, as noted in the RFP.

29. Question: Is there a collective bargaining agreement in place for the incumbent guard force? If yes, please provide a copy of the current CBA.

Answer: The Port does not believe a Collective Bargaining Agreement (CBA) is currently in place between the incumbent contractor and guard work force. The Port does not have any further information re: CBA.

30. Question: Do security guards currently employed at OAK have the right of first refusal of positions in the event the contract is awarded to another provider?

Answer: Yes, see Section III (Port Policy and Other Requirements), #4 (Living Wage Policy) of the RFP (p. 9).

31. Question: What are the current wage rates and billing rates for the various positions in the RFP?

Answer: The current billing rate for guards, relief guards, and supervisors is \$29.69, except those working in the FIS/IAB. The current billing rate for guards / relief guards working in the FIS/IAB is \$32.10 and for supervisors working in the FIS/IAB is \$35.27. In this RFP, the Port will not pay separate rates for guards / relief guards / supervisors working in the FIS/IAB. This RFP requires two All-Inclusive Hourly Rates (AIHRs), one for guards / relief guards and one for supervisors (no matter where they work, whether in the FIS/IAB or not).

The Port does not regularly track wage rates for guards / relief guards / guard supervisors. The contractor is required to comply with all laws related to minimum employee pay in the City of Oakland. The Port’s latest available data shows that the incumbent contractor paid guards \$15 / hr. and supervisors \$17 / hr. in June 2017.

32. Question: What is the annual budget/spend for the current contract?

Answer: Please see page 1 of the RFP (Section I, Project Overview), which shows the Port’s Fiscal Year 2019 operating budget for guard services.

33. Question: Please provide a copy of the copy of the current contract for security services at OAK.

Answer: See attachment – Airport Security Guard Services Contract.

34. Question: Does the incumbent security service provider provide escort services for construction firms doing work at the airport? If yes, approximately how many hours per week, on average, over the course of a year?

Answer: Yes; the amount varies per week. The selected contractor must be capable of providing 1,000 hrs. / week of guard services (plus up to 10% if needed), which includes hours to be provided for escorting construction firms. The Port will consistently use 1,000 guard hrs. / week for security and customer services every week.

35. Question: Are there specific times or seasons when "on-call" guards are required for supplemental work, e.g. escorting construction workers?

Answer: No.

36. Question: What was the total amount of fines imposed on the current provider during the past year by the airport authority?

Answer: \$1,050 (April 1, 2018 – March 31, 2019).

37. Question: Does OAK have a 100% employee screening program in place or planned for deployment, like DTW, ATL, SEA, or MCO?

Answer: No.

38. Question: Will the selected vendor operate and/or maintain the Evolv equipment recently deployed at OAK for staff screening and/or inspections?

Answer: The selected contractor's guards may operate the Evolv Edge employee inspection equipment but will not be responsible for maintaining it.

39. Question: Will OAK organize a proposer's conference or site visit?

Answer: No, the Port does not intend to host a proposer's conference or site visit. See response to Question #8.

40. Question: What type of vehicles are used by the current vendor. What is the average annual mileage on the vehicles?

Answer: The current contractor uses Chevrolet Silverado pick-up trucks and Chevrolet Traverse vehicles. The Port does not have any mileage information on the contractor vehicles.

41. Question: Please confirm that OAK will provide and maintain all staff screening equipment (WTMD, wands, portable card readers, etc.)

Answer: Yes, as already stated in the RFP.

42. Question: Please provide make and model of UHF radios used by the incumbent provider for vehicles and hand carried by guards and supervisors programmed for Port frequencies.

Answer: The Port does not have this information.

43. Question: What is the expected amount of the performance bond?

Answer: A performance bond in the amount of \$600,000 is required during the life of the contract.

44. Question: Small local business utilization policy: If proposers subcontract to a small local firm for a portion of the work/revenue under the contract, will the team be awarded points for local business utilization?

Answer: Preference points will be awarded if Port certified small/local businesses are utilized in meaningful work.

45. Question: Does the Port or City of Oakland maintain a roster of certified local small business with whom bidders could partner on this opportunity?

Answer: The Port of Oakland does maintain a database of its certified companies and the following link provides query access: <https://srd.portofoakland.com/index.aspx>?

46. Question: Can you advise the cost for employee parking.

Answer: See response to Question #26.

47. Question: Will the airport conduct any required training? If so, can you provide number of hours required.

Answer: No.

48. Question: Are customs seals required for this work?

Answer: See response to Question #18.

49. Question: Can any of the positions be self-relief? This refers to – break relief, meal relief, rest room breaks etc...can existing guard on any posts go on a break without having a person relieving them. i.e. perhaps some of the positions example: there are 7 persons to staff the “Customer Service” positions” can one or more guards be scheduled for a break without having to replace the guard with another guard while on break. Same for FIS where there are 2 guards, can one go on a break without being replaced during the break.

Answer: Generally, no, the contractor is required to continuously provide guards at required posts (uninterrupted), unless otherwise approved by the Aviation Security Manager for a specific assignment / post (this is very rare), and the contractor must also abide by all labor laws for breaks and lunch. Relief guards will be required in most / all assignments / posts and are included in the 1,000 hrs. / week and billed at G-AIHR.

50. Question: Is overtime include in the Fiscal Year 2019 budget of \$2,060,000?

Answer: The Port pays a specific rate per guard hour provided to the Port, irrespective of whether that guard or guards were on straight time, overtime, holiday time, etc. As such, the Port does not track guard overtime. The Fiscal Year 2019 budget is all-inclusive (paying for all guard hours provided). Please note that 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).

51. Question: What is the expected or average overtime per month for guards?

Answer: See response to Question #50.

52. Question: What is the expected or average overtime per month for management staff?

Answer: The Port does not track management staff overtime.

53. Question: What is the average total payroll for the current security staff? (We need to know what the payroll liability is for the staff in place we would absorb)

Answer: The Port does not have this information. Prospective contractors are encouraged to determine the number of staff (e.g., guards, relief guards, guard supervisors, etc.) it will need to provide the services requested in the RFP.

54. Question: The Agreement, Section 2.2 of the RFP – Transition Period: Will there be a transition period for the new contractor if the contract is not awarded to the incumbent? If so, will you consider limiting the transition period to 15-30 days after contract award?

Answer: Yes, which is why Section 2.2 is included in the sample Agreement. The term of the Transition Period will be negotiated between the selected contractor and the Port, and must be long-enough to on-board staff, provide company-specific and site / post training to staff, conduct uniform fittings, etc., and will likely be at least 30 days.

55. Question: The Agreement, Section 15 of the RFP – Performance Bonds: Is a Performance Bond required for this contract? If so, in what amount?

Answer: See response to Question #43.

56. Question: Scope of Services, Section XII – Equipment and Vehicles:

a) “The selected contractor shall provide and maintain – in good working conditions, 4 new service vehicles...” Please confirm what the Port defines as “new” (year, mileage, etc.).

Answer: Vehicles should be 2019 or newer model, not previously owned (except by a car dealer or vehicle manufacturer), and have less than 1,000 miles upon delivery to the selected contractor.

b) “...service vehicles dedicated exclusively to the Airport (suitable for accessing construction and off-road environments...)”. Please confirm that any four-wheel and/or all-wheel drive vehicle will fulfill the Port’s need for accessing construction and off-road environments.

Answer: As stated in the RFP, the make/model of the required vehicles will be approved by the Port. Many, but not all, four-wheel / all-wheel drive vehicles would fulfill this Port requirement.

57. Question: After the initial three year contract base, will there be an opportunity for a contractor to negotiate new bill rates (beyond any CPI increases) for the three 1 year extensions?

Answer: No.

58. Question: Are the guard relief hours and supervisor hours are included in the "1,000 hours per week of guard services," or are they separate from the 1,000 hours?

Answer: Yes, they are included in the 1,000 hours.

59. Question: Are the relief hours to be billed directly each month in our invoice, or are they to be included in the all-inclusive hourly rates?

Answer: Relief guards are billed monthly at the G-AIHR.

60. Question: What is the Port of Oakland's cost per employee to issue an airport SIDA badge? Is there a recurring cost to renew? What is the cost to acquire a CBP seal on the SIDA badge?

Answer: See response to Question #14. The Port does not charge to print the CBP seal on the badge, unless the contractor asks for a reprint, which is then \$25 (e.g., if the contractor decides to reissue a badge with a seal on it to an employee who is badged but does not currently have a seal).

61. Question: What is the current timeline to get a SIDA badge for an incumbent guard accepting employment with the selected contractor? What is the current timeline to get a Customs Seal for an incumbent guard accepting employment with the selected contractor? What is the current timeline to get a SIDA badge for a newly hired guard accepting employment with selected contractor? What is the current timeline to get a Customs Seal for a newly hired guard accepting employment with selected contractor?

Answer: Incumbent guards should be able to receive a new badge with a new company name, including CBP seal, in a few days. Newly hired guards can take up to 2-3 weeks to obtain a SIDA badge, and newly hired guards can take 4-6 weeks to obtain a CBP seal.

62. Question: For the suitable office space provided to the contractor, what is the monthly janitorial costs? Are internet and telecommunications services being provided? Is there a monthly cost?

Answer: The selected contractor will provide its own janitorial services to its Port-provided office space. Also, see Article 10.3 of the sample Agreement (Attachment 11 of the RFP).

63. Question: RFP states, "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." Will the Port allow for a separate equitable adjustment if

the wages and benefits required by a Collective Bargaining Agreement exceed the CPI index increase?

Answer: No.

64. Question: RFP states, 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." Please verify that this requirement would equate to a maximum of 672 additional hours each week.

Answer: The Port cannot verify this assumption. "On-call" guard services described in the RFP are for emergency or other urgent incidents (as determine solely by the Port) that occur from time-to-time but not every week. These hours are NOT part of the 1,000 hrs. / week "pool" that is assigned on a weekly basis and will be requested on short-notice (max. 4 hours-notice) to mitigate the emergency or other urgent incident.

65. Question: RFP states, "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")." Also, 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." Is the on-call service hours in addition to the 10% "flexing up" hours requirement, or do these requirements overlap (in other words, is the maximum increase we could expect be the 100 hours of "flex up" or 672 hours of "on call," or an additional 772 hour per week of flex up and "on call")?

Answer: Yes, on-call service hours are in addition to "flex up" hours. "Flex up" hours will be planned / assigned on a weekly basis for the following week. "On-call" is for emergency / urgent incidents as described in answer to Question #64.

66. Question: How many instances in the past year has the "flex-up" services been activated? How many total hours were required?

Answer: Between 3/19/2017 and 3/31/2019, there were 23 weeks (instances) where the Port tapped into "flex up" (10%) hours and 8 weeks (instances) where the Port requested additional guard hours exceeding "flex up" (10%) as agreed by the incumbent contractor (contractor agreed to provide).

67. Question: How many instances in the past year has the "on-call" services been activated? How many total hours were required?

Answer: Between 3/19/2017 and 3/31/2019, there was 1 instance where Port requested the incumbent contractor to provide "on-call" services with 4 hours-notice.

68. Question: Please confirm if any of the security posts staffed are exposed to inclement weather. Which security posts have power, data, and phone available? Which security posts have an co-located restrooms?

Answer: Yes, some posts are outdoors, and guards will be exposed to inclement weather. As noted in the RFP, guards must be capable of working while exposed to outdoor elements such as wind, rain, chill/cold, and aircraft noise. Prospective contractors should assume that posts do not have power, data, telephone, or co-located restroom available at / near them.

69. Question: Is there a current union agreement that dictates benefits?

Answer: The Port does not have this information. Under this RFP, the selected contractor will be required to provide guards and all contractor staff a comprehensive benefits package, including compensated days off and health benefits as defined in the City of Oakland Living Wage Ordinance, at minimum, or any applicable union / collective bargaining agreement.

70. Question: What is the estimated annual mileage per vehicle for the "4 new service vehicles dedicated exclusively to the Airport?"

Answer: The Port does not have this information.

71. Question: Will the vehicles be expected to operate on any unpaved terrain?

Answer: Yes, see RFP Section XII (Equipment and Vehicles), p. 7.

72. Question: What make and model radio will connect to the Port of Oakland frequencies to meet the requirement to be "programmed to Port frequencies?"

Answer: The Port radios operate on UHF with a repeater system, with the capability of transmitting on 4 discrete frequencies and receiving on 2 discrete frequencies.

73. Question: Is the start date of July 1, 2019 the expected award date to the selected contractor, or the date when the selected contractor be expected to assume operations?

Answer: The selected contractor is expected to start services on September 1, 2019.

74. Question: Will the selected contractor be allowed at least 30 days of transition between contract award and when the selected contractor assumed operations?

Answer: See response to Question #54.

75. Question: Regarding the Labor Peace Agreement, is it expected that a contractor will enter into a Labor Peace agreement with any given Labor Organization requesting such an Agreement, even if the Labor Organization has not been granted exclusive rights to represent the workforce under the National Labor Relations Act?

Answer: The Labor Peace Rule applies to all Labor Organizations who request such a Labor Peace Agreement, including those who are not yet granted exclusive rights to represent the workforce under the NLRA. Note, the Labor Peace Agreement could also include an agreement that would qualify as one under the Labor Management Relations Act (29 USC 185(a)) but for the fact that the proposer does not meet the statute's definition of an "employer", which provides for a procedure for determining employee preference on the subject of whether to be represented by a Labor Organization through a card check procedure conducted by a neutral third party.

76. Question: Is the copy of our Private Patrol Operators (PPO) license issued by the State of California exempt from the 30 pages limit?

Answer: It will NOT be counted.

77. Question: Please confirm the list of any specific personal protective equipment (PPE) required by the Port of Oakland that is needed to perform the contract scope of work.

Answer: The Port does not have a list of required PPE and depends on the post / assignment the guard is assigned to. It is expected that the selected contractor will have enough expertise to determine what the PPE guards will need (or will be required to wear based on health/safety regulations) based on their knowledge of the airport operating environment, including construction sites (e.g., safety vests, shoes ,etc.).

78. Question: In the litigation and other information, do you require the inclusion of any time when a proposing contractor has had a security contract terminated for cause?

Answer: Yes, please include this information.

79. Question: Are the maximum of up to 15 points only applicable if a small business proposes as the prime contractor, or are points available as well if a large business proposes as the prime contractor with a small business subcontractor?

Answer: The up to 15 points maximum is awarded based on the proportionate amounts of work being performed by Port certified LIAs, LBAs, SBEs and VSBES or a combination thereof.

80. Question: The Port's Social Responsibility Division has indicated that there is an objective test for the Local Business Utilization points. Will the Port of Oakland provide details of this scoring system and how proposers are awarded points for proposal rating?

Answer: The Non-Discrimination and Small Local Business Utilization policy awards preference points pursuant to Attachment 5, page 1 of 2 - Consultant Preference Points, of the RFP.

81. Question: Will points be awarded to prime contractors who demonstrate commitment to the Port's values and programs but who do not subcontract work on this security guard contract to a small business if awarded?

Answer: Points may be awarded for the commitment to the Port's values and programs pursuant to Attachment 5, page 1 of 2 – Consultant Preference Points, of the RFP.

82. Question: What is the annual cost per employee to park at the airport?

Answer: See response to Question #26.

83. Question: Is there designated parking locations for the four contract required vehicles? Is there a cost associated with parking the required contractor vehicles? If yes, what is the cost?

Answer: Yes, the Port will assign parking locations for the 4 required contractor vehicles, and no, there is no cost to park these vehicles.

84. Question: Is a Performance Bond required for this contract? If so, at what amount and when is it expected to be delivered to the Port?

Answer: See response to Question #43

85. Question: On page 5 of the port require medical certification for vision? Currently do all the officers comply?

Answer: The Port does not have this information.

86. Question: On Page 5, Item #9: Will the Port please expand on the requirement of the handling of the SSI, specifically what are those? And Does the Port require any further certification other than SIDA?

Answer: The selected contractor may have possession of materials marked as SSI regulated by 49 CFR 1540 and/or information that even if not marked SSI may be determinantal to the safety / security of the Airport if it is compromised (e.g., made available to the public). Contractors will be required to protect this information from disclosure to anyone without an operational need-to-know by its employees, including document protection (e.g., storing hard copies in locked file cabinets when not being used, shredding hard copies documents when no longer needed, and using appropriate (complex) passwords or pass-phases on electronic documents). https://www.tsa.gov/sites/default/files/ssi_best_practices_guide_for_non-dhs_employees.pdf.

87. Question: Will the Port require AOA badges for the Aviation Security assignment's?

Answer: All security and customer service assignments require all guards, relief guards, and guard supervisors (and management personnel) to obtain and maintain SIDA badges at the Airport.

88. Question: Does the Port require penetration testing?

Answer: No.

89. Question: On page 1 of 18, Item C, will the vendors undergo TSA training thru the Port or TSA? IS that a compensable training or non-compensable? Additionally how many hours is this training?

Answer: The training is through TSA, is compensable, and is approx. 4 hrs. in duration.

90. Question: On page 3 of 18, Section I. Compensation and Hours, we note that the RFP calls for the contractors to propose on a budget of the assumed 1,000 HPW.....with levels of staff, supervision, etc...but on page 1 of 18 under Section I Project Overview in the Assignment box, the Port notates 1,100 HPW, with a Assumed Not to Exceed Budget for 2019 of \$2,060,000.00. My question is the NTE Budget for the remainder of 2019, ie: start date July 1 2019 – Dec 31, 2019, or for the first term year; ie: July 1, 2019-June31, 2020, which would also then include the CBA increases effective Jan 1, 2020, and any on calls/as needed by the Port? (Does this make more sense?)

Answer: The Port has provided the budget for Port Fiscal Year 2019 for information purposes only and is based on the Port's existing contract with the incumbent guard services company. Prospective contractors should build-up its All-Inclusive Hourly Rates (AIHRs) considering all costs it may incur in the during the first year of the contract.

91. Question: How many check points are there?

Answer: The Port has two concession delivery (employee and product) inspection location, one in each terminal.

92. Question: Is the Port aware the obligations by the contractors to comply with the CA Law for Meal & Rest periods? Does the current schedule comply and allow for rest periods with relief officers or does the post go dark?

Answer: The selected contractor will be required to comply with all laws and regulations. See response to Question #49. Posts are normally required to be continuously staffed (no dark period permitted).

93. Question: In addition to the 1000 hpw, when the Port requests on-call, what happens IF the “do not exceed” budget is reached?

Answer: The Port will monitor expenditures to ensure contractual maximum compensation is not exceeded. If the Port projects an exceedance, it will work to process a Supplemental Agreement (to increase the maximum compensation), including required Board approvals.

94. Question: We do not see how the Operator can be expected to assume responsibility for keeping all service locations free of hazardous or dangerous conditions, as required in Section 10.2 on page 10 of the Services Agreement. Will the Port revise the cited section to refer only to the “Premises” as defined in the first paragraph of Section 10 on page 10 of the Services Agreement?

Answer: Section 10.2 doesn't just apply to the Premises, but also to the locations (e.g. checkpoints) where the security guards will be performing the services, so the Port will not be able to make that change.

95. Question: Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Our standard business terms also include a disclaimer of consequential damages. Will the Port revise the indemnification obligation in Services Agreement Section 16.1 on pages 19-20 as follows to reflect that standard?

- Replace the phrase “resulting from...or the” on lines 10-12 with the phrase “to the extent caused by the negligent”.

Answer: The Port will not make this change.

- On line 14, replace the word “unless” with the phrase “except to the extent”.

Answer: The Port will not make this change.

- On line 15, delete the word “solely” and the word “gross”.

Answer: The Port will not make this change

- On lines 19-20, replace the phrase “resulting from or arising out of” with the phrase “to the extent caused by”.

Answer: The Port will not make this change

- Insert the following as the last sentence of the first paragraph: “Anything to the contrary notwithstanding, under no circumstances will Operator be liable to any indemnified party or any third party for consequential, incidental, indirect or punitive damages, or for lost profits.”

Answer: The Port is willing to add this sentence with the following change: “Anything to the contrary notwithstanding, under no circumstances will Operator be liable to any indemnified party ~~or any third party~~ for consequential, incidental, indirect or punitive damages, or for lost profits.”

96. Question: Our company can waive any claims against the Port for injury to our employees and others for whom we are responsible, but not for injury to “persons” generally. Will the Port revise Services Agreement Section 16.3 on page 20 to replace the word “person” with the phrase “of Operator’s officer’s agents, employees, contractors and invitees”?

Answer: The Port will not make this change.

97. Question: We note that Services Agreement Section 15.1 on page 19 and Services Agreement Exhibit J require the successful bidder to post a performance bond. Please specify the amount of the bond.

Answer: See response to Question #43.

98. Question: Our company auto liability policy is written in manuscript form but maintains equivalency with the most current version of ISO form CA 0001. Will the Port to revise Services Agreement Exhibit I “Minimum Scope and Limits of Insurance” Section 2 as follows?

- Insert the phrase “or equivalent” after the reference to “CA 0001”.
- Delete the reference to “(Ed. 6/92)”.

Answer: The Port would/is willing to consider an equivalent to ISO Form CA 0001 however, no changes will be made to wording included in the document.”

99. Question: We note that the Port requires fidelity bonding. See Exhibit I “Minimum Scope and Limits of Insurance” Section 4. Our company carries commercial crime insurance because its blanket coverage feature guarantees coverage for the entire security force assigned to our client locations from time to time. As such, it is a more efficient and streamlined alternative to posting of separate fidelity bonds for each officer and facilitates our compliance with our contractual obligations. May commercial crime insurance in the amount of \$1 million be substituted for bonding?

Answer: The Port would accept a comparable Commercial Crime policy in place of a fidelity bond.

100. Question: Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the

specified insurance limits we have agreed to provide. Will the Port revise Exhibit I “Other Insurance Provisions” Section 1(a) as follows to reflect that standard?

- On lines 3-4 delete the phrase “any liability arising out of”.

Answer: The Port will not agree to this change.

- On lines 7-8 delete the phrase “all without...and officers”.

Answer: The Port will not agree to this change.

- Insert the following as the last sentence: “Anything to the contrary notwithstanding, the additional insured status under Operator’s insurance policies of any person or entity so identified in this Section 1(a) shall apply to the extent of the Operator’s indemnification obligations under the resultant Agreement and up to the minimum required insurance limits for each applicable line of insurance as stated above.”

Answer: The Port will not agree to this change.

101. Question: RFP Section II.B.I on page 4 appears to state that rate increases may be requested for each year of the contract term commencing with contract year 2 of the maximum 6-year term. However, Services Agreement Section 4.3 on pages 4 can be read to state that rate increases are not permitted during the 3-year initial term, but may only be requested for “Extension Terms”, i.e. contract years 4, 5, and 6. For what contract years may rate increases be requested?

Answer: Rate increases are permitted to be requested starting with contract year 2, not just extension terms. The final contract will be clarified as necessary.

102. Question: Will the Port also consider permitting the Operator to increase rates with automatic effect from time to time in order to recoup increases in the following costs that are outside the Operator’s control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum wage rates and other statutory requirements, such as a legally mandated sick leave costs; and medical and other benefit costs?

Answer: No.

103. Question: Is the Port exempt from payment of State and local sales and use taxes?

Answer: No, the Port is not tax exempt.

104. Question: What is the cost associated with the designated employee parking referenced in Exhibit G?

Answer: See response to Question #26.

105. Question: What are the Port's requirements (e.g., hours, topics) for guard training specific to the contract for: pre-assignment training, On-the-Job Training (OJT) and Annual Refresher training?

Answer: See response to Questions #19 and 128.

106. Question: Is training provided by the TSA billable?

Answer: Yes.

107. Question: Is OJT billable? How many hours of OJT are currently accomplished?

Answer: No, OJT is not billable. The Port does not have the number of OJT hours accomplished by the incumbent contractor.

108. Question: There are several references about a performance bond. Can you clarify whether there will be a performance bond and if so how much is it?

Answer: See response to Question #43.

109. Question: What holidays does OAK recognize?

Answer: Port holidays are generally shown here:

<https://www.oaklandairport.com/airport-security/id-badging-office/holidays/>.

However, the Port will reimburse for guard hours provided on holidays at the G-AIHR and S-AIHR only.

110. Question: How many radios are currently deployed?

Answer: The Port does not have this information.

111. Question: What make/model of radio is preferred by the Port?

Answer: The Port does not have a preferred make/model of radio. See response to Question #72.

112. Question: Does the Port mandate the patrol vehicles to be all-wheel drive?

Answer: No, but vehicles must be capable of driving in off-road (gravel / dirt road) environments.

113. Question: How many annual miles does the Port expect each vehicle to be driven?

Answer: The Port does not have this information.

114. Question: Which positions, if any, require a cell phone?

Answer: The Port does not require any cell phones. However, the RFP requires that the Project Manager or Assistant Project Manager be available on-site or by telephone to the Port's Aviation Security Department staff and Airport Duty Managers (ADM) 24/7 every day of the year. Further, the RFP requires that 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).

115. Question: Does the Port wish for the Project Manager, Assistant Project Manager and Training / Scheduling Officer to wear the same uniforms as the guards?

Answer: The Port will work collaboratively with the selected contractor to determine uniform / dress code requirements for the Project Manager, Assistant Project Manager, and Training / Scheduling Officer. It is suggested that the Training / Scheduling Officer be uniformed and the Project Manager and Assistant Project Manager be dressed in business or business-casual attire.

116. Question: RFP Page 12 asks whether the contractor uses a third party auditor as part of its QA/QC plan and to describe the methods. However, Exhibit A requires the contractor to perform an annual audit conducted by a nationally recognized third-party aviation security consultant or similar agency to be approved by the Port. Please confirm whether the contractor must use a third party auditor for its QA/QC program or may propose a QA/QC plan of its own.

Answer: Exhibit A is part of the model / sample Airport Security Guard Services Agreement (Attachment 11). Exhibit A (and perhaps other aspects) of the model / sample Agreement will be modified to reflect the selected contractor's specific information from its proposal. That is, if the selected contractor's QA/QC plan does not include a third-party audit, this section will be deleted from Exhibit A before being executed. It should be noted, however, that the Port anticipates prospective contractors proposing a third-party audit as part of its QA/QC may receive more points as a third-party audit is considered a "best practice" to ensure the highest possible level of service to the Port and for the security of the Airport, its passengers and employees.

117. Question: What is the value we need to price out for the Performance Bond? Is it the dollar value of one year of the contract, the value of all three (3) years of the initial term of the contract, or some other value?

Answer: See response to Question #43.

118. Question: How do we know if our Surety is acceptable to the Port of Oakland's Legal Dept. or if we need to find another and possibly pay more because we don't have history with the new one?

Answer: Unfortunately, the Port cannot tell you in advance if a particular surety is acceptable.

119. Question: Regarding a Project Mgr. and or Assistant Project Mgr. that do not have AAAE Airport Certified Employee (ACE) - Security certification, do they have up to 6 months after the signing of the contract to obtain it? Reference is XI paragraph 3 on page 6 of 18 of the RFP.

Answer: Prior to the start of the contract or within 6 months after contract execution, contractor's Project Manager shall obtain AAAE Airport Certified Employee (ACE) – Security certification.

120. Question: What type and how many vehicles are being used on the current contract? Are the vehicles to be the same type or is there discretion? Are there other specific type and or mfg. equipment items required on the vehicles?

Answer: The incumbent contractor is required to provide 3 vehicles by its Agreement with the Port. See response to Question #40. The vehicles do not need to be the same make / model, but all vehicles must be approved by the Port. The Port does not have any specific equipment requirements for the vehicles and should be determined based on the contractor's expertise in providing the requested types of services.

121. Question: What is the cost to obtain a badge for the guards, supervisors and Project Mgr. plus Assistant to work at the Airport?

Answer: See response to Question #14.

122. Question: Will guards be allowed to park at the airport at no cost to the contractor, or the guards?

Answer: No.

123. Question: How many radios are required in order to service the contract now? What type of radio is required or is there discretion? There needs to be spare radios to cover specials, how many spares do you anticipate we will need?

Answer: The number of radios and spare radios should be determined by the contractor. See response to Question #72.

124. Question: With regard to rate increase requests being limited to one per year, what will happen when the CBA is negotiated for 2021 and beyond? Let's say there is a mid-year increase that is not at this time ascertainable and we meet the advance notice requirements (90 days prior to the end of the current year 2020) and have already asked for the one increase we are allowed. However, the negotiated CBA mid-year dictates an increase to a higher rate than was requested, how will the increase requirement be handled since it is not within the contractor's control?

Answer: Billing rates to the Port will be allowed to be increased in accordance with what is stated in the RFP and sample Agreement (Attachment 11). The contractor will need to absorb any increased operational costs until the annual next rate increase approved by the Port as described in the RFP / sample Agreement.

125. Question: We assume that if we are taking over the contracts the guards who want to stay with the site will work for ABC Security for the required number of days assuming they are acceptable to the airport and are meeting standards. Given that we request a list of the current guards (can be numbered rather than named if necessary) with their current rate of pay, hire on date (seniority) and healthcare selection, i.e., employee only, employee +1, employee +more than 1 or employee has other coverage.

Answer: The Port does not have this information.

126. Question: Please confirm that the airport is providing office space at no cost to the Contractor. The computer in the airport office space, for reporting, etc. will also be provided by the airport at no cost?

Answer: The Port is providing office space at no cost the selected contractor. The Port is not providing any computers for use by the contractor; contractor should provide any necessary computers for its own use.

127. Question: If there is less than 4 hours notice for added guard requirements will overtime, time and 1/2, or double time be paid in order to get the coverage? (Only if necessary of course?) What is the penalty amount if no additional coverage is available right at the time specified assuming notice was under 4 hours?

Answer: The contractor will not be required to provide guards with less than 4 hrs. notice.

128. Question: What amount of time do we need to price out for new employee site specific training?

Answer: The Port will not specify the number of hours required to train guards. It is expected that proposers will have enough expertise to estimate the number of hours and types of training to provide its guard to ensure compliance with the Port standards in the RFP.

There are no other questions to RFP No. 18-19/20.