

REQUEST FOR BIDS

for

Non-Exclusive Rental Car Concession



PORT OF OAKLAND

AIRPORT PROPERTIES DEPARTMENT
OAKLAND INTERNATIONAL AIRPORT
9532 EARHART ROAD – SUITE 201
OAKLAND, CA 94621



PORT OF OAKLAND

REQUEST FOR BIDS

Non-Exclusive Rental Car Concession

The Port of Oakland (the "Port"), Oakland, California, through the Airport Properties Department, is hereby soliciting competitive bids ("Bids") for the above-mentioned concession opportunity (Request for Bids; "RFB"). The successful Bidder will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to operate and maintain this concession opportunity.

Request for Bid Information

RFB Title	Award a Concession Opportunity to operate and maintain a non-exclusive, on-airport rental car concession at Oakland International Airport
RFB Type	On-airport rental car concession
RFB Issue Date	January 27, 2017
Department Requesting Bids	Airport Properties Department, Aviation Division
Mandatory Pre-Bidder's Conference	February 7, 2017 at 10:00 a.m. (PST) Oakland International Airport – Airport Properties 9532 Earhart Road, Oakland, CA 94621 (1 st Floor Conference Room)
Scheduled Publication Date	January 27, 2017
Due Date for Submittals	April 4, 2017 (until 2:00 p.m., PDT)

Instructions for Submitting Bids

Submittal Address	Port of Oakland Airport Properties Department Attn: Mark Bryant 9532 Earhart Road, Suite 201 Oakland, CA 94621
Submittal Copies	One (1) Original response marked " Original " and five (5) Copies marked " Copy ".
Submittal Package Requirements	Bid(s) must be <u>sealed</u> and contain: <ul style="list-style-type: none">• Bidder's Statement and Representation• Qualifications Form• Acknowledgment of Bidder• Bid Surety (Form Letter of Credit)• Bid Form and Acknowledgment of Addenda• Non-Collusion Declaration• Statement of Equal Opportunity• Statement of Living Wage Compliance• <i>Space Use Permit</i> – Executed and attested by authorized representatives of Bidder

	<ul style="list-style-type: none"> • Statement of Disadvantaged Business Enterprise Program Affidavit • List of ACDBEs only
Late Submittals	Bids received after the time and date (Due Date for Submittals) stated above shall be returned unopened to the Bidder.

How to Obtain Bid Documents

Copies of the Bid documents may be obtained at:

Available	Address
YES	Port of Oakland – Airport Properties 9532 Earhart Road – Suite 201 Oakland, CA 94621 Monday through Friday 9:00 AM to 4:00 PM (510) 563-3372
Yes, via Port Website	http://www.portoakland.com/business/bids-rfps/ Or navigate to the Port of Oakland’s main website at: http://www.portoakland.com/ , then click on “Bids/RFPs” from the banner on the top of the page, and then scroll down to download the RFB.

Questions about the RFB

Questions and/or requests for information can be submitted in writing, by fax, or email as follows:

Port Representative	Mark Bryant Fax: (510) 636-1216 Email: mbryant@portoakland.com
Question Submittal Due Date	February 21, 2017 until 4:00 p.m. Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	March 7, 2017 All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective Bidders who attended and registered at the Mandatory Pre-Bidder’s Conference and will be placed on the Port’s website. Bidders 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 RFB Acknowledgement and Signature form.

Once the RFB is issued, and until a recommendation for award is made to the Board of Port Commissioners (“Board”) at a public Board meeting (or in cases where a recommendation for award does not require a public Board meeting, when Bidders are notified by Port staff of the recommendation for award), each Bidder and its representatives, agents, and affiliates, shall not contact members of the Evaluation Committee, Port staff or the Board to discuss or ask questions about the contents of this RFB or the selection process. All questions shall be submitted in writing as described in this RFB. Any

inappropriate contact by a Bidder, its representatives, agents, and/or affiliates may result in the Bidders' Bid 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 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 Bidder 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 Bids, to waive any irregularities or information not affected by law, to evaluate the Bids submitted and to award to concession opportunities (with the related *Space Use Permit*) according to the submitted and accepted Bid(s) that best serve the interests of the Port.



Brandon J. Mark, IAP
Manager – Airport Properties
Oakland International Airport
Port of Oakland

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Exhibits:

- A. Rental Car Center Site Plan (dated 12-27-16) – labeled Gross Area vs. Leasable Area**
- B. Customer Service Building (Existing Floor Plan) – pages 1, 2 and 3**
- C. Oakland Rental Car Center Improvements – FINAL 100% submittal dated 1-13-17**

Attachments:

Title		Must Be Returned with Bid?
1	Bidder's Statement and Representation	Yes
2	Qualifications Form	Yes
3	Acknowledgment of Bidder	Yes
4	Bid Surety (Letter of Credit)	Yes
5	Bid Form and Acknowledgment of Addenda	Yes
6	Non-Collusion Declaration	Yes
7	Statement of Equal Opportunity	Yes
8	City of Oakland City Charter §728 Living Wage Information A. Employer Self-Evaluation for Port of Oakland Living Wage B. Certificate of Compliance—Living Wage	No (Attachment 8-A and 8-B are required after award.)
9	Certificate of Compliance - Living Wage	No
10	Statement of Living Wage Requirements	Yes
11	<i>Space Use Permit</i> for Non-Exclusive Rental Car Concession	Yes
12	Statement of Disadvantaged Business Enterprise Program Affidavit	Yes
13	List of ACDBE's	Yes

I. Project Overview

The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") is soliciting proposals for the Rental Car Center. This Request for Bids ("RFB") will result in the award of concession opportunities for the non-exclusive, on-airport rental car operations at the Rental Car Center at Oakland International Airport (the "concession opportunity") in accordance with the terms and conditions of the *Space Use Permit* attached to this RFB as **Attachment 11**. The Port is making available pre-sized concession blocks to be allocated amongst approximately:

- A. 645,100 s.f. (14.81 acres) of Exclusive Use and Common Areas of the Ready/Return Space at the Rental Car Center,
- B. 189,800 s.f. (4.36 acres) of additional area known as the "Ryan St. Site" for overflow, storage and employee parking purposes,
- C. 15,355 s.f. of counter/office space, lobby and interior common areas of the Customer Service Building, and
- D. 5,445 s.f. of exterior common area (pedestrian pathway(s), customer walkways and functional areas that are associated with the Customer Service Building, and also situated within the Ready/Return Area).

In evaluating Bids, the Port will consider Bidder's commitment to the Port's ACDBE (Airport Concessionaire Disadvantaged Business Enterprises) Program.

About the Port of Oakland

The Port was established in 1927 and oversees the Oakland seaport, Oakland International Airport (the "Airport" or "OAK"), Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is the fifth busiest container port in the U.S.; OAK is the second busiest San Francisco Bay Area airport offering over 300 daily passenger and cargo flights; and the Port's real estate includes commercial developments such as Jack London Square, Brooklyn Basin 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 75,000 jobs in the region and over 800,000 jobs across the United States. The Port is an independent department of the City of Oakland.

General Information

This Request for Bids ("RFB") is issued by the Port for the purpose of selecting rental car companies (also known as "Bidders") for the privilege to operate non-exclusive on-airport rental car concessions from the Rental Car Center at OAK. The Port will review the Bids of the Bidders, and may thereafter award up to four (4) on-airport rental car concession opportunities. The successful Bidders will be required to enter into a *Space Use Permit for Non-Exclusive Rental Car Concession* (the "*Space Use Permit*") in the form attached to this RFB as **Attachment 11** for an Initial Term of five (5) years beginning July 1, 2017. There will be options to extend the Initial Term of the *Space Use Permit* for two (2) additional five (5) year periods, subject to specific terms and conditions as described in this RFB and as detailed in the *Space Use Permit*.

There are currently six (6) non-exclusive on-airport rental car concessionaires that operate and offer customer choices amongst ten (10) rental car brands at the Airport. All on-airport rental car concession operations are conducted at the Rental Car Center, located in the North Field complex at Langley Drive, between Doolittle Drive (State Highway 61) and Earhart Road (see **Exhibit A**). The Rental Car Center consists of a Customer Service Building within which the concessionaires maintain exclusive use customer counters and support offices. The Customer Service Building is surrounded by exclusive use areas leased to each concessionaire for ready/return vehicle parking ("Ready/Return Area") and installed customer service "booths".

The initial five (5) year term of the current Space Use Agreement expired on June 30, 2012. This initial five (5) year term of the current Space Use Permit was subsequently extended for five (5) additional one (1) year periods. The last of the additional one (1) year extensions will expire on

June 30, 2017. At that point, all improvements situated upon the Rental Car Center (the Customer Service Building and auxiliary buildings) become the property of the Port, except for rental car concessionaires' trade fixtures and equipment, including customer service booths.

Historical Passenger Count

The San Francisco Bay Area is served by three commercial service airports: OAK, San Francisco International Airport ("SFO"), and Mineta San Jose International Airport (Figure 1)

Figure 1 Bay Area Airports



For the twelve months ending June 30, 2016 (fiscal year 2016), OAK handled 11.6 million passengers, an increase of 17.4% compared with fiscal year 2014.

Although all three Bay Area airports have experienced substantial recent growth, OAK has been the fastest growing airport in the Bay Area since the end of 2013.

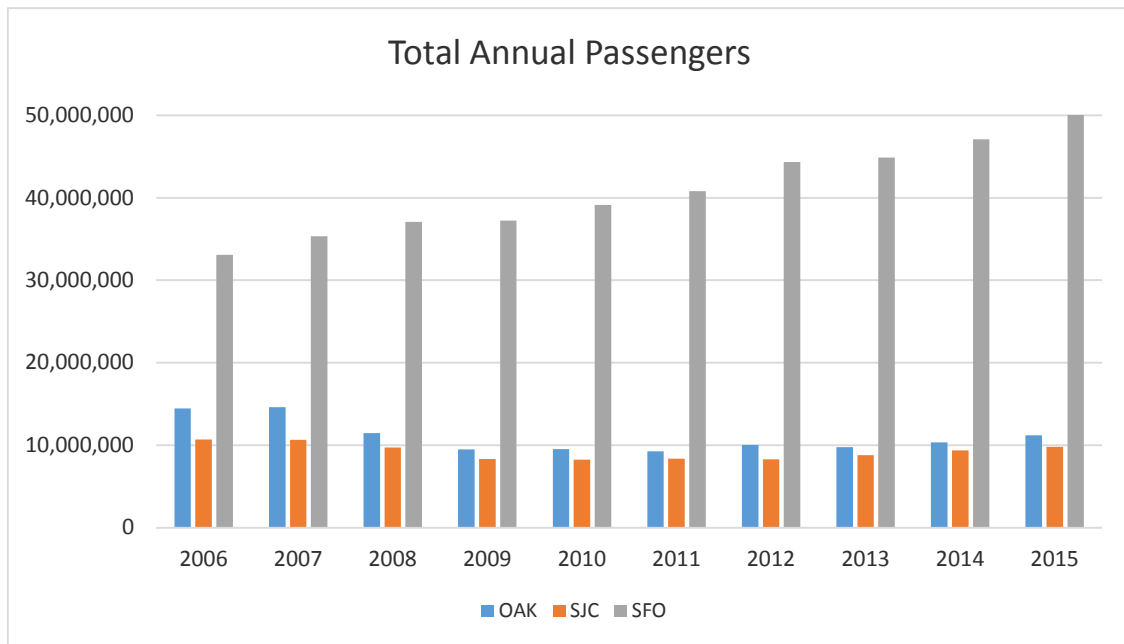
The Airport has 29 common use gates and is currently expanding its International Arrivals Building ("IAB") to accommodate passenger processing of two wide-body aircraft simultaneously with a high degree of customer service.

Southwest Airlines Co. ("Southwest"), the largest carrier at OAK with a 69% passenger share, occupies preferentially all of the thirteen gates in Terminal 2 and Gates 4 and 6 of the sixteen gates in Terminal 1. (All gates at the Airport are common use, with most assigned preferentially to a particular carrier; however, the

Airport reserves the right to assign even preferential gates to another carrier when the preferential carrier is not using the gate.)

Figure 2, Bay Area Airport Traffic, shows the total passenger traffic at the three Bay Area airports for the ten-year period from 2006 through 2015. This decade covered a variety of economic activity and major shifts in Bay Area airline dynamics. The shift in Bay Area market share toward SFO was driven primarily by a decision by Southwest in late 2007 to re-open operations at SFO in response to the formation of a new entrant at SFO – Virgin America – as well as additional competitive responses by other carriers. As competition stabilized, Southwest has refocused on OAK as its largest Bay Area operation, adding eight new destinations and 17 additional daily departures in the past 24 months. The majority of the population in the Bay Area lives closest to OAK, and in terms of incoming visitors, several of OAK's incumbent carriers market OAK as access to San Francisco. On the BART regional rail system, OAK is actually slightly closer to the San Francisco Embarcadero and Montgomery Stations in minutes than is SFO.

Figure 2 Annual Passengers by Airport 2006 – 2015



Note that a significant portion of SFO's passengers are not origin-destination passengers and are just connecting at SFO, and would not be accessing a rental vehicle. OAK continues to serve about 15% more passengers annually than SJC.

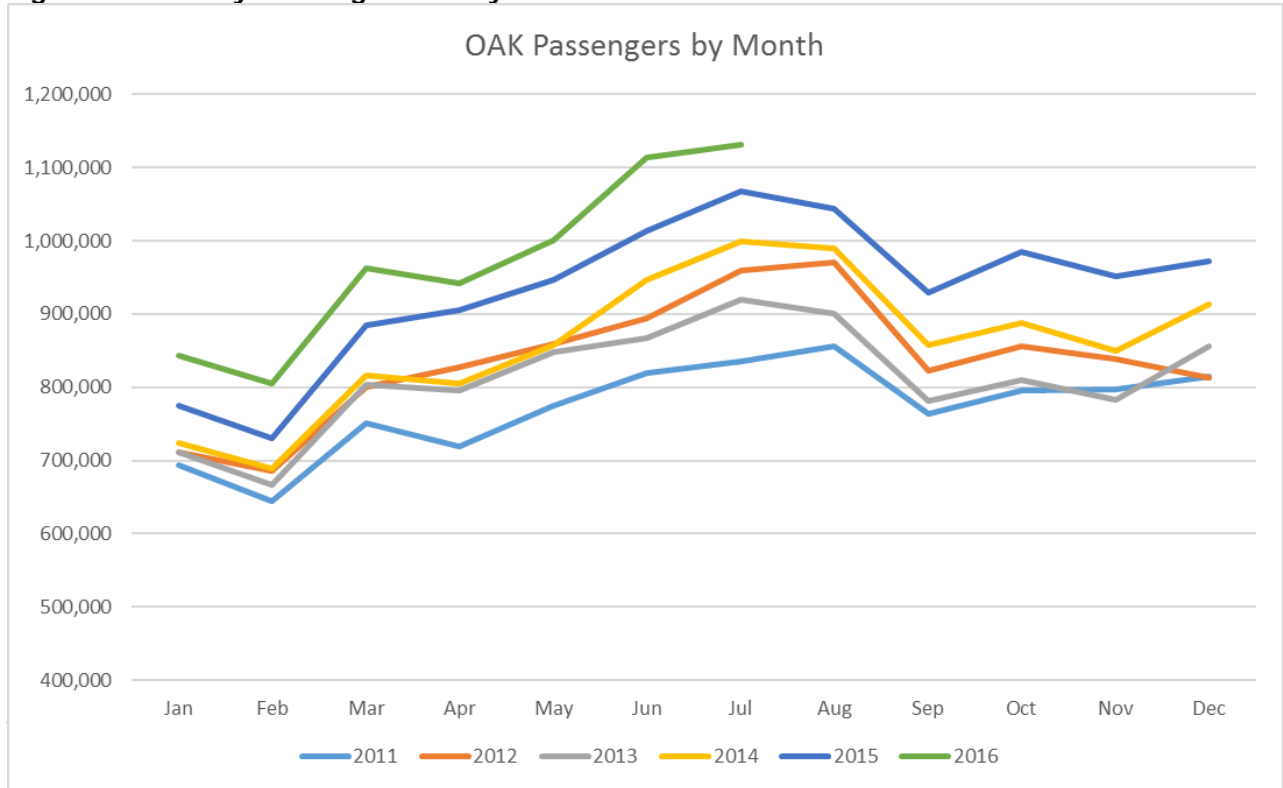
The following table summarizes the shares of total passenger traffic for each of the airlines serving OAK.

Table 1 OAK Passengers by Airline 2011 – 2016

	2011		2012		2013		2014		2015		1H 2016	
Southwest	6,742,548	72.8%	6,932,506	69.0%	6,718,964	69.0%	7,175,058	69.4%	7,779,313	69.4%	3,915,625	69.1%
Alaska	698,911	7.5%	901,533	9.0%	840,250	8.6%	770,540	7.5%	815,804	7.3%	343,258	6.1%
Spirit	80,565	0.9%	179,158	1.8%	257,921	2.6%	350,881	3.4%	492,596	4.4%	311,830	5.5%
Delta	323,007	3.5%	474,833	4.7%	501,658	5.1%	530,208	5.1%	555,222	5.0%	275,556	4.9%
Hawaiian	202,594	2.2%	270,802	2.7%	294,299	3.0%	366,206	3.5%	395,756	3.5%	208,658	3.7%
JetBlue	468,062	5.1%	491,962	4.9%	462,678	4.7%	401,969	3.9%	371,810	3.3%	176,966	3.1%
US Airways/American	317,234	3.4%	284,570	2.8%	302,346	3.1%	304,478	2.9%	280,915	2.5%	132,318	2.3%
Volaris	186,602	2.0%	135,748	1.4%	146,133	1.5%	152,819	1.5%	216,866	1.9%	118,053	2.1%
Allegiant	85,144	0.9%	292,665	2.9%	196,219	2.0%	211,185	2.0%	190,897	1.7%	87,387	1.5%
Norwegian	0	0.0%	0	0.0%	0	0.0%	64,800	0.6%	100,851	0.9%	58,741	1.0%
United	152,205	1.6%	57,296	0.6%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total	9,266,570		10,040,864		9,742,887		10,336,788		11,205,063		5,665,948	
Annual pct. chg.	-2.9%		8.4%		-3.0%		6.1%		8.4%		7.8%	

As with most U.S. airports, OAK's passenger traffic is highest in summer.

Figure 3 Monthly Passenger Activity 2011 – 2016



traffic representing approximately just 6% of the total. The majority of OAK’s top markets are significant business travel markets.

Table 2 Top OAK Origin-Destination Markets

Market	Passengers Per Day
Los Angeles (LAX, BUR, SNA, ONT, LGB)	3,697
Las Vegas	929
San Diego	903
Seattle	861
Phoenix	626
Portland	554
Salt Lake City	447
Chicago	364
Denver	354
Dallas/Ft. Worth	323

A peak day in August 2016 saw 171 daily departures from OAK, with as many as 25,366 scheduled departing seats. The daily average for the September - November 2016 period is 21,901 departing seats.

Figure 4 shows the 57 nonstop destinations scheduled for 2017 by airlines serving OAK.

Figure 4 Oakland International Airport Route Map



There are six European destinations that include: London-Gatwick, UK; Terceira, Azores; Oslo, Norway; Stockholm, Sweden; Barcelona, Spain (begins 2017), and Copenhagen, Denmark (begins 2017). OAK also has service to all five Los Angeles Basin airports, all four major Hawaiian Islands, and four Mexican destinations.

New service has been announced by Allegiant Air to El Paso, Texas and Las Vegas, Nevada in October 2016, and daily service to San Jose del Cabo and Puerto Vallarta, Mexico in February 2017. Average year-over-year scheduled seat growth for the future six-month period through February 2017 is 9%.

Each Bidder should conduct its own examination of passenger traffic. The Port does not represent or warrant the achievement of any forecast of future passenger traffic, nor does it represent or warrant that that past traffic levels will be achieved in the future, or airlines that serve the Airport today will continue to serve the Airport in the future. Each Bidder must conduct a full investigation of the risks associated with operating at the Airport.

The Port's Airline Operating Agreements with the incumbent airlines may be terminated by the Port or the airline on 30 days' notice, so that the Port can give no assurances that airlines that serve the Airport today will continue to serve the Airport in the future.

Historical Rental Car Concession Revenues

The following are the gross concession revenues reported to the Port by the current on-airport rental car concessionaires for the previous five (5) fiscal year period of operations at the Rental Car Center.

- FY 2011/2012: \$80,590,646
- FY 2012/2013: \$86,666,399
- FY 2013/2014: \$92,844,758
- FY 2014/2015: \$98,132,751
- FY 2015/2016: \$105,026,791

Terminal Facility Development at OAK

Total passenger traffic at OAK in 2015, was 11 Million Annual Passengers (MAP). The Port has an approved Environmental Impact Report (1995) and Supplemental EIR (1997) that supports the OAK Airport Development Program, up to 22 MAP. Existing terminal gate facilities:

- Terminal 1 consists of sixteen (16) passenger gates, including two (2) swing gates that serve both domestic and international arrivals at the IAB; and,
- Terminal 2 with thirteen (13) gates fully occupied by Southwest.

The Port anticipates future growth in both domestic and international passenger traffic in the short-term (2020) and mid-term (2025), and is in the process of expanding existing terminal facilities and also developing new, mixed use terminal facilities to accommodate projected passenger demand. Additional terminal facilities may be proposed and constructed by the Port in the future depending on several factors including actual passenger demand and financial feasibility.

Rental Car Center Modifications at OAK

The Port has evaluated the Rental Car Center, and identified specific capital improvements to improve operational efficiencies, enhance public and customer safety, while enlarging the Rental Car Center as a whole. The identified capital improvements are summarized as follows:

- Demolition of Port-owned Building L-825 (former Army Barracks), remove all foundations and connecting utilities and annex the vacated land area to the existing Ready/Return Area of the Rental Car Center.
- Widening of Fairchild Street to facilitate improved vehicular ingress to, and egress from the existing Customer Service Building.
- Develop an area of customer parking between the new and reconfigured ingress and egress vehicular lanes on the widened Fairchild Street.
- As-needed grading, drainage (bio swale) design and installation, paving, lighting, perimeter fencing and enlarging of an additional land area situated between Ryan Street and Sikorsky Road (known as the "Ryan St. Site") – for vehicle overflow, storage and employee parking.
- Realignment of the northeast corner of Earhart Road and Langley Street to provide a larger and safer turning radius for rental car shuttle buses and large vehicles to minimize traffic conflicts and accidents at Earhart Road and Langley Street.
- Construction of bio swales along Earhart Road, Langley Street and a portion of the Ryan Street site, are to comply with State of California Storm Water regulations and guidelines.

The proposed capital improvements for the Rental Car Center, are part of the Port's 5-year Capital Improvement Program, currently budgeted at \$7.42 million dollars, and planned to be totally funded through the use of Customer Facility Charges (CFCs). On December 15, 2016, the Board of Port Commissioners reviewed and approved the requested construction budget, consultant design and support services, and authorized soliciting bids for construction services to implement the agreed upon investment to implement the scope of capital improvements.

The capital improvement project for the Rental Car Center (Oakland Rental Car Center Improvements – 100% submittal), dated December 20, 2016 is incorporated into this RFB as **Exhibit C**, is expected to be completed in late May of 2017. The successful Bidders will take physical possession of the delivered and reconfigured Rental Car Center to design and implement the as-needed, additional capital improvements that are consistent with rental car operations within the awarded Concession Blocks for the Ready/Return Areas, Ryan St. Site, and the Customer Service Building.

II. Scope of Services

A. Goals of this Request for Bids

The Port's objective is to enter into a *Space Use Permit* with experienced, customer service focused, and financially sound rental car companies at the Airport that meet the following goals:

1. Provide the widest range of rental car options to Airport and general public customers.
2. Establish fair market rental rates for the right to operate a rental car concession at the Airport while generating maximum revenues.
3. To optimize the use of the existing and enlarged Rental Car Center at the Airport
4. To provide an opportunity to become certified as an Airport Concessionaire Disadvantaged Business Enterprises (ACDBEs) at the Airport.

B. Minimum Qualifications

Attachment 2 of this RFB (the Qualifications Form) details the qualifications of Bidders desiring to submit a Bid. The minimum qualifications for any Bidder are:

1. At least five (5) years of continuous experience in the management and operation of rental car concessions serving domestic and international airports.
2. Demonstration to the Port's satisfaction of financial resources and availability of capital investment (\$20 million dollars minimum) to sustain operations of this concession as more fully detailed on **Attachment 2** (Qualifications Form) of this RFB.
3. Capacity to operate a national reservation system with exclusive brand name representation.
4. Not to be in default of any of the terms and conditions of any pre-existing relationship with the Port (applicable for incumbent bidders).

C. Schedule

	<u>DEADLINE</u>
Issue Request for Bids	Friday – Jan. 27, 2017
Pre-Bid Conference (Mandatory)	Tuesday – Feb. 7, 2017
Submit written questions	Tuesday – Feb. 21, 2017
Port's response to questions	Tuesday – March 7, 2017
Submit Bids (no later than 2pm)	Tuesday – April 4, 2017
Evaluate Bids/Notify of Results	Monday - April 10, 2017
Submit to Port: Allocation Plan for Awarded Concession Blocks	Monday, May 1, 2017
Port approval of submitted Allocation Plan from successful Bidders, or Port determined Allocation Plan	Friday, May 5, 2017
Request Board approvals	May 2017
Commencement of Agreement Term	July 1, 2017

The Port can modify the above dates as deemed necessary to be in the Port's best interests.

D. Mandatory Pre-Bidder Conference

A Mandatory Pre-Bid Conference will be held on Tuesday, **February 7, 2017 at 10:00 a.m.** at the Oakland International Airport, Airport Properties Department, First Floor Conference Room, at 9532 Earhart Road, Oakland, California. The Conference will provide an opportunity for potential Bidders to ask questions regarding this RFB and its Attachments and Exhibits, including the *Space Use*

Permit. After the Pre-Bid Conference, and prior to February 21, 2017, the Port will consider questions or comments submitted in writing concerning this RFB. All written questions must be submitted to:

Port Representative, Mark Bryant

E-mail at: mbryant@portoakland.com; or,

U.S. mail or express delivery to:

Airport Properties Department, 9532 Earhart Road – Suite 201, Oakland, CA 94621; or,

Fax to (510) 636-1216.

Oral questions will not be accepted.

Questions and the Port's responses will be provided by written Addenda to all parties who attend and register at the Pre-Bid Conference.

The Pre-Bid meeting is **mandatory** for any party submitting a Bid. If a Bidder fails to attend the Pre-Bid Conference, any Bid submitted by that Bidder will be rejected by the Port.

E. General Information Regarding the Concession Opportunity

1. Each successful Bidder will be responsible for providing rental car concession services from the Rental Car Center at the Airport. Each successful Bidder shall enter into the *Space Use Permit* included in the RFB as **Attachment 11**.
2. Successful Bidders shall pay the Port the greater of (x) the Minimum Annual Guarantee ("MAG") or (y) the ten percent (10%) Percentage Fee (as more fully defined in the *Space Use Permit* attached as **Attachment 11**), plus fair market rental rates, and any other applicable fees and charges. Bidders must submit Bids in the form of a Minimum Annual Guarantee for the first year of the *Space Use Permit* (the "First Year MAG"). For each subsequent Agreement Period (July 1 – June 30) under the *Space Use Permit*, the MAG shall be an amount equal to eighty-five percent (85%) of the total amount payable by the successful Bidder to the Port for the previous Agreement Period, or the First Year MAG, whichever is greater.
3. The rental rates as described in the *Space Use Permit*, are as follows:
 - a. Ready/Return Vehicle Space Areas. \$0.320 per square foot per month.
 - b. Customer Service Building Counters/Office Space/Lobby Areas. \$1.23 per square foot per month.
 - c. Additional Land - "Ryan St. Site". \$0.320 per square foot per month.
 - d. All rental rates are subject to an annual CPI increase, effective on each July 1st of the Initial and/or subsequent Extended Term(s) in effect.
4. Successful Bidders will be required to enter into an (or evidence a mutually executed) Industry Agreement, or appropriate amendment(s) with the other successful Bidders at least thirty (30) days before the Commencement Date under the *Space Use Permit*. The Industry Agreement must satisfy the terms and conditions of procuring as-needed services for the management, operations and maintenance of the Rental Car Center.
5. Successful Bidders will collect and remit to the Port, a Customer Facility Charge ("CFC") as authorized by California Civil Code and required by Port ordinance, as may be amended.
6. Available concession opportunities in the Rental Car Center consist of Port-designed and pre-sized "concession blocks". A minimum acceptable 1st year MAG bid is assigned to each concession block. Each concession block includes calculated amounts of Exclusive Use Area in the Ready/Return Area, the Overflow Vehicle Storage Area at the Ryan St. Site and an allocation of counter space within the Customer Service Building.

7. The concession blocks are sized and valued according to market share of gross receipts reported to the Port by the existing on-airport OAK Rental Car Center concessionaires for the period commencing from July 1, 2015 through June 30, 2016.
8. Allocations being offered for bid, and to be awarded, will be in accordance with the Concession Block Allocation Structure for Oakland International Airport Rental Car Center. The structure of the concession opportunity being offered at the Rental Car Center is as follows:

F. Concession Block Allocation Structure for Oakland International Airport Rental Car Center

Available Space Blocks	Ready Return Area (square feet)*	Customer Service Counter (linear feet)*	Overflow Vehicle Storage Area (square feet)*	Minimum Acceptable 1 st Year MAG Bid
A	153,630	68	54,688	\$3,600,000
B	141,304	64	50,301	\$3,400,000
C	124,577	57	44,346	\$3,000,000
D	20,689	14	7,365	\$500,000
Total	440,200 s.f.	203 l.f.	156,700 s.f.	

* **Subject to confirmation. Port makes no warranties or representations as to accuracy.**

1. Allocation Award Structure

Successful Bidders will select a Concession Block in the order of its submitted and acceptable MAG bid, from highest MAG bid to lowest MAG bid. The successful Bidder will be permitted to select a particular concession block ONLY if its submitted MAG bid is equal to, or in excess of the Minimum Acceptable Minimum Acceptable 1st Year MAG value assigned to that specific Concession Block. After selection of its desired Concession Block, the successful Bidder will identify the preferred location of its Concession Block in the Ready/Return Area, the Overflow Vehicle Storage Area, the Ryan St. Site, and the Customer Service Building.

Example: Assume the following MAG Bids are received:

1. \$4.0 million
2. \$3.6 million
3. \$3.1 million
4. \$ 500,000

Bidder #1 (highest acceptable Bid – assumed to be awarded **Block A**) has first choice and can select any Concession Block. Bidder with 1st choice must choose its location beginning at either the northwest end, or the southwest end of the Ready/Return Area. Bidder with 1st choice must choose its location at either the west end, or the east end of the Ryan St. Site. Bidder with 1st choice is allocated 68 linear feet of customer service counter space in the Customer Service Building, and will be situated immediately adjacent to its chosen location of Ready/Return Area.

Bidder #2 (2nd highest acceptable Bid – assumed to be awarded **Block B**) has 2nd choice and can select any of the remaining Concession Blocks. Bidder with 2nd choice must choose its location on the opposite side of the 1st choice location in the Ready/Return Area, and the opposite side of the 1st choice location on the Ryan St. Site. Bidder with 2nd choice must locate its allocation of customer service counter area on the opposite side of the 1st choice location in the Customer Service Building.

Bidder #3 (3rd highest acceptable Bid – assumed to be awarded **Block C**) has 3rd choice and can select any of the remaining Concession Blocks. Bidder with 3rd choice can identify the location of its Concession Block in the Ready/Return Area and the Ryan St.

Site. The location of Concession Block C must be contiguous to one of the Concession Blocks previously identified by Bidder #1 and Bidder #2. Bidder with 3rd choice can locate its allocation of customer service counter area on either side of the Customer Service Building (to the extent available to maintain continuous counter space).

Bidder #4 (4th highest acceptable Bid – assumed to be awarded **Block D**) and 4th and final choice and can select the remaining and unallocated Concession Block. Bidder with 4th choice can identify the location of its Concession Block in the Ready/Return Area and the Ryan St. Site. Bidders #1, #2, and #3 will work with Bidder #4 to locate its Concession Block to fit within the layout criteria stated below. Bidder with 4th choice can locate its allocated 14 linear feet of customer service counter area in the remaining available space within the Customer Service Building.

- a. Ready/Return Areas (Exhibit A). Ready/Return Areas will be allocated by awarded Concession Block, and as described above. However, no bidder will receive less than 20,000 square feet of Ready/Return Area.
 - i. Location of Ready/Return Areas must not impede access in any way to the Customer Service Building; and
 - ii. Each Bidder's selected location must either abut the Customer Service Building, or be adjacent to a Rental Car Center roadway (Rental Car Return Road/Sikorsky Street, or Langley Street); and
 - iii. Each Bidder's selected area must be as close to rectangular-shaped as practical.
- b. Customer Service Building (**Exhibit B**). Successful Bidder (and brands) shall locate its awarded allocation of Counters/Office Spaces in the Customer Service Building to be most closely adjacent to its chosen location of Ready/Return Area. Any vacant counters and accompanying office spaces shall be selected by non-incumbent successful Bidders (if applicable) in descending order of MAG Bid, from highest to lowest.
- c. Additional Land (Ryan St. Site). **Exhibit A** identifies the additional land area adjoining the Rental Car Center (approximately 4.4 acres), which is included in the concession opportunity to successful Bidders as vehicle storage/overflow, and for employee parking purposes. Successful Bidders will be required to assume responsibility for its allocated share of the Ryan St. Site. This area will be delivered to bidders in "as-delivered" condition, and upon completion of Capital Improvement work to the Rental Car Center per **Exhibit C**.
- d. The Director of Aviation shall have the final right to adjust the sizes and locations of the Ready/Return Areas, the Additional Land (Ryan St. Site), and the Customer Service Building to optimize the use and operation of the Rental Car Center.

2. Reallocation.

- a. Ready/Return Areas and Additional Land areas will be evaluated by the Port 30 months from the commencement of the Initial Term, and at the commencement of the 1st and 2nd Extended Term(s) ONLY IF there is a five (5) or more percentage point change in the market share of any one of the successful bidders, or a two and one-half (2 ½) or more percentage point change in the market share of any two, or more of the successful bidders, compared to the market shares in effect for the previous 30 month period. Shifts in market share shall be measured for the most recent 12-month period prior to the reallocation, and in accordance with Paragraph H. of the *Space Use Permit*. Evaluation of reallocation of counter space and associated back office space within the Customer Service Building will only occur prior to the commencement of any Extended Term.

- b. In the event the Port determines such a shift in market share has taken place, the Port may, in its sole discretion following consultation with the affected successful bidders, direct the reallocation of the Ready/Return Area and Additional Land areas. The costs incurred as a result of such reallocation, will be the sole cost and responsibility of the affected successful bidders as follows:
 - Fifty percent (50%) of reallocation costs to be shared equally, and;
 - Fifty percent of remaining reallocation costs to be determined by market share in effect for all successful bidders.
3. Designation and Operation of Brand Name(s). A Bidder shall be required to designate in its Bid Form, the brand or trade name(s) under which it will operate its concession at the Airport. A single Bidder may operate under a reasonable number of brand or trade names. Any brand or trade names designated in Bidder's Bid Form must be owned or controlled by the Bidder, or be licensed to Bidder for its use. Any successful Bidder shall be prohibited from operating at the Airport under any brand or trade name(s) other than the brand or trade name(s) it designates on its Bid Form. Approval of any requests for any changes from this arrangement is at the sole discretion of the Port.
4. Each successful Bidder will be required to provide a performance guarantee to the Port equivalent to a factor of three (3) times the monthly MAG, plus monthly billings for land rent, facility rent and average monthly billings for Port provided utility services. The only acceptable forms of performance guarantees are an Irrevocable Letter of Credit in the form attached as Exhibit 4 to the *Space Use Permit*, or cash.
5. Any and all fees and charges of whatever character that may be levied, assessed, or charged by any governmental entity including the Port shall be paid directly by the successful bidder as indicated in the *Space Use Permit*.
6. Successful Bidders must purchase and maintain, throughout the term of the *Space Use Permit*, insurance and contract surety of the types and in the amounts as shall be prescribed by the Port as indicated in the *Space Use Permit*.
7. Any construction and/or installation by successful Bidders at the Rental Car Center, including signs and/or graphics, shall require the prior written approval of the Port, in accordance with the *Space Use Permit*.

G. *Space Use Permit*

The form of *Space Use Permit* is attached to this RFB as **Attachment 11**. It should be carefully reviewed prior to submitting a Bid. Questions concerning the *Space Use Permit* must be submitted in writing no later than Question Submittal Due Date, following the procedures set out in this Part II - Paragraph O.

The *Space Use Permit* must be executed by the Bidder and submitted with the Bid. The Port will insert the relevant information into Exhibit 1 of the *Space Use Permit* for each successful Bidder, based upon the Bid. The *Space Use Permit* of each of the successful Bidders will then be submitted to the Port Board of Port Commissioners for approval.

The *Space Use Permit* is scheduled to be effective on July 1, 2017 (upon approval by the Board), which is anticipated in May of 2017. The Initial Term of the *Space Use Permit* shall be for five (5) years, and will expire on June 30, 2022. The Port, and the Bidder (by mutual agreement) will have the options to extend the Initial Term for two (2) additional 5-year periods (subject to terms and conditions as described Paragraph C.1 in the *Space Use Permit*).

H. BID PROCESS

Bidders are required to submit their Bids to the Port, as described in Part IV (Submission Requirements/Evaluation Criteria) of this RFB.

The Port will initially review each Bidder's submission for responsiveness. A determination of responsiveness will be based upon whether a Bidder has completed and timely submitted all documents required in Part IV. Non-responsive submissions will not be further reviewed.

In accordance with the Port's Concession Policy, A Concessions Evaluation Committee (the "Committee"), as designated by the Port, will review and evaluate all bids received by the Port. The Chair of the Committee will be the Director of Aviation, or such other person as designated by the Director of Aviation. The Committee may be advised from time to time by other members of the Port staff (including the Port Attorney and staff from the Port's Division of Social Responsibility) and consultants to the Port, as requested by the Committee. The Committee will provide to the Board a recommended contract award with a list of all persons or firms submitting responsive bids, identifying those which were ranked highest by the Committee, together with its written review and evaluation of the highest-ranked bids, and its recommendation as to which bidder(s) should receive the award. The Board may approve or reject the Committee's recommendation, and will adopt the final ranking of the bids.

The Port reserves the right to ask for clarifications or additional information from the Bidders.

Responsive Bids will be ranked high to low by the dollar amount of the Minimum Acceptable 1st Year MAG Bid.

Each successful Bidder will be notified to select the location of its exclusive use areas. After selection of areas by all successful Bidders and upon final approval of the Director of Aviation, each successful Bidder's selection will be documented as an addendum to its Space Use Permit issued by the Port that will not require the signature of the Bidder.

I. OTHER REQUIREMENTS

Bid Surety. Bids shall be accompanied by a cashier's or certified check made payable to the Port, or an at-sight Letter of Credit prepared in the form shown in **Attachment 4**, in the amount of Twenty-Five Thousand (\$25,000) Dollars drawn on a bank within the continental United States (preferably with counters in Oakland or San Francisco, California) acceptable to the Port's Finance Department. Cash will not be accepted in lieu thereof.

Submitted Bids may be withdrawn prior to the deadline for submission of Bids. After opening of Bids by the Port and prior to the time the selected Bidder is notified that it has been awarded a concession, a Bidder may not withdraw its Bid except on the forfeiture of its Bid Surety to the Port as liquidated damages. This payment is not a penalty to the Bidder, but is a measure that will actually be sustained as agreed to by both parties. The cashier's check or Letter of Credit will be returned to any unsuccessful Bidder within One Hundred Eighty (180) days after approval by the Board of Port Commissioners of the executed *Space Use Permit* by the successful Bidders.

Bidders who have past due amounts owed to the Port cannot enter into the new *Space Use Permit* without a specific waiver by the Board.

J. TIME AND PLACE OF SUBMITTAL OF BID; WITHDRAWAL OF BID

1. Written Bids will be received up to 2:00 p.m. Pacific Daylight Time, on April 4, 2017. Bids may be delivered or mailed, but must be received and not merely post-marked by that date/time. At its sole discretion, the Port may extend the Bid deadline by addendum. Bids shall be sealed in an envelope marked "Bid for On-Airport Rental Car Concession at Oakland International Airport," and bearing the name and address of Bidder.
2. Each Bidder shall submit one (1) Bid marked "original" signed by an authorized official of Bidder and five (5) copies of the Bid marked "copy", prepared with complete answers.

3. Each Bidder is responsible for ensuring that all required documents are complete, properly executed and submitted with its Bid.
4. Bids should be delivered by mail, hand-delivery, courier or express delivery to:

Port of Oakland - Airport Properties
Attention: Mark Bryant
9532 Earhart Rd., Ste. 201
Oakland, CA 94621

5. Bids received after the date and time described in this Section II – paragraph J, will not be considered, and will be returned unopened. Bids submitted in the form of fax, email or electronic form will be considered non-responsive and returned.
6. A Bidder may withdraw its Bid prior to the date and time listed in (A) above, provided its request is in writing, and is received by the Port before the date and time listed in (A) above. After this date and time, no Bidder may withdraw its Bid except with the written consent of the Port. Corrections to errors made by the Bidder in the Bid may not be accepted after submission of the Bid. Bid Sureties will be returned to unsuccessful Bidders within 180 days after approval by the Board of Port Commissioners of the executed Space Use Permits by the successful Bidders. After the date and time in this paragraph A, and prior to the earlier of (x) the expiration of such 180-day period or (y) the return of such Bid Surety, a Bidder may not withdraw its Bid except on the forfeiture of its Bid Surety to the Port as liquidated damages.

K. COMPETITIVE INTEGRITY

The Port seeks to maintain a neutral competitive environment for all Bidders to protect the integrity of the RFB and bid process. Except at the Pre-Bidder Conference, the Port Representative is the only authorized representative of the Port with whom a potential Bidder or anyone on its behalf, shall have contact concerning this solicitation from the release date of this RFB until the Port completes its review process and publishes its recommendation for award. Any communication before such recommendation for award concerning the content of this solicitation by a potential or actual Bidder, or anyone on its behalf, with any Port official or employee other than the Port Representative may result in the rejection of that Bidder's Bid.

L. REJECTION OF BIDS

The Pre-Bidder Conference is mandatory for any party submitting a Bid. If a Bidder fails to attend the Pre-Bidder Conference, any Bid submitted by that Bidder will be rejected by the Port.

Any of the following causes shall be considered as sufficient for the disqualification of a Bidder and the rejection of a Bid:

1. Submission of more than one Bid by an individual, firm, or corporation under the same or different names.
2. Default or arrearage under any previous or existing agreement with the Port.
3. Existence of any unresolved claims between the Bidder and the Port.
4. Failure to meet the minimum qualifications.
5. Submission of an informal Bid.

The Port may consider "informal" any Bid not prepared and submitted in accordance with the provisions of these specifications. Any alteration, omission, addition or any unauthorized conditions, limitations or provisions attached to a Bid may render it informal and may be sufficient cause for its rejection. No Bid received after **April 4, 2017**, or at any place other than the place stated in this RFB, will be considered.

The Port may also consider the Bid informal and may reject it if:

6. The Bid Form furnished herein is not used or is altered.

7. There are irregularities of any kind which may make the Bid incomplete, indefinite or ambiguous as to its meaning.
8. Any documents necessary for Bid purposes are not complete, are improperly executed or are missing.

The Port reserves the right to reject any informal Bid and the right to waive technicalities or irregularities if it determines in its sole discretion that such waiver is in the best interest of the Port. The Port further reserves the right to reject any Bid or all Bids for no reason or for any reason.

M. FAILURE TO PERFORM

Failure upon the part of the Bidder to select its exclusive use areas within ten (10) days after notification by the Port, or to enter into an Industry Agreement not later than 30 days prior to the commencement of the *Space Use Permit*, and to provide the Port with the Performance Guarantee required by the *Space Use Permit*, within ten (10) days after receipt of written notice from Port of the amount of such Performance Guaranty, shall be just cause for cancellation of the award by the Port and the forfeiture of the Bidder's Bid Surety, which forfeiture shall be considered not as a penalty but in liquidation of actual damages sustained.

N. BID CONTENTS

This RFB includes **Attachments 1 through 13**, and **Exhibits A, B, and C** as identified in this RFB. Bidders must review the package carefully to ensure that Bidders have in their possession all of the necessary documents. Copies of the RFB, Attachments, Exhibits and other related documents are available on the Port's website and may be downloaded at www.portofoakland.com/ or www.oaklandairport.com. Any Addendums issued will also be made available electronically at the same websites.

O. WRITTEN QUESTIONS

All questions and communications about this RFB shall be submitted (no later than Tuesday, February 21, 2017) in writing to Mark Bryant, the Port Representative, in accordance with the requirements of this Part II. Communication via e-mail to mbryant@portoakland.com is preferable, however communications via facsimile machine from potential Bidders to the Port Representative (Fax: 510-636-1216) is acceptable to fulfill this requirement. Oral questions will not be accepted. Questions and the Port's responses will be provided by written addendum. Interpretations, clarifications or supplemental instructions will be issued by Addenda and will be posted on the Port website. The Port will endeavor to provide an e-mail notification of said posting to all parties registered by the Port as having attended the Mandatory Pre-Bidder Conference; provided, however, that the Port's failure to provide such notice shall not provide the basis for any protest by any Bidder.

III. Port Policy and Other Requirements

Successful bidders will be required to comply with the following Port Policy and Other Requirements as stated:

FAA-REQUIRED CONTRACT PROVISIONS

For purposes of the foregoing sections, Bidder may also be referred to as “contractor” or “concessionaire” or “lessee” or “contractor”, the Port may also be referred to as “sponsor” or “owner”, and this *Space Use Permit* may also be referred to as the “agreement” or “contract” or “lease”.

A. General Civil Rights Provisions

The tenant/concessionaire/lessee and its transferee agree 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 obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

1. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
2. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. Compliance with Nondiscrimination Requirements

During the performance of this contract, 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 concession opportunity.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, 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 contract 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 contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in this Section B in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

1. 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);
2. 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);
3. 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);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. 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);

7. 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);
8. 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;
9. 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);
10. 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;
11. 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);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.)

D. Fair Labor Standards Act

This Lease incorporates by reference the provisions of 29 U.S.C. § 201, et seq. (the Federal Fair Labor Standards Act (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.

Lessee has full responsibility to monitor compliance to the referenced statute and regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

E. Occupational Safety and Health Act

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

F. Airport Concessions Disadvantaged Business Enterprises

1. **Compliance with ACDBE Policies.** Lessee understands that the Port desires that Airport Concession Disadvantaged Business Enterprises (“ACDBEs”), as defined in 49 CFR Part 23, which are certified by an authorized certifying entity, should have the maximum practical opportunity, in compliance with Federal law, to participate in the process of supplying services and goods to the Port as owners, managers, and contractors at the Airport. Accordingly, Lessee must, to the fullest extent provided by law, comply with all applicable laws, regulations, and programs relating to ACDBEs, including (without limitation) those in 49 CFR Part 23 and in the Oakland International Airport’s ACDBE Program.
2. **Non-Discrimination.** (49 CFR § 23.9)
 - a. This agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
 - b. The Bidder agrees to include the above statements in any subsequent agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
3. **Oakland International Airport ACDBE Program – Required Contract Provisions.** (49 CFR § 23.29)
 - a. Bidder has advised the Port that it will use the ACDBEs listed on **Attachment 13** in providing the services described thereon. Lessee agrees that within 30 days after the expiration of each calendar quarter during the term of this Agreement, it will provide a report to the Port, in a form acceptable to the Port, describing the gross receipts of each ACDBE listed on **Attachment 13** (and each substitute ACDBE obtained pursuant to paragraph (C) below), or in the case of a rental car concession, the dollar value of vehicles and other goods and services purchased by the Bidder from each such ACDBE, in each case calculated in accordance with the requirements of 49 CFR Part 23.
 - b. Bidder agrees that it will also submit within the same period described in (A) above a report to the Port, in a form acceptable to the Port, describing the Lessee’s total gross receipts for the entire contract, or in the case of a rental car concession, the total dollar value of vehicles and other goods and services purchased by the Bidder. Bidder will have no right to terminate an ACDBE for convenience without the Port’s prior written consent.
 - c. If an ACDBE is terminated by the Bidder with the Port’s consent or because of the ACDBEs default, then the Bidder must make a good faith effort, in accordance with the requirements of 49 CFR Part 23.25(e)1(III) and (iv), and 49 CFR § 26.53, to find another ACDBE to substitute for the original ACDBE to perform the same estimated gross receipts (or in the case of a rental car concession, to sell the same amount of vehicles and other goods and services) under the contract as the ACDBE that was terminated.

- d. The Bidder's breach of its obligations under (A), (B), or (C) above shall be a default by Bidder under this *Space Use Permit* and shall entitle the Port to exercise all of its contractual and legal remedies, including termination of the *Space Use Permit*.

IV. Submission Requirements/Evaluation Criteria

Please respond to the listed submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirements of the RFB. The Port will use your responses to objectively determine your capabilities and experience with operating a rental car concession. Bids must meet all requirements outlined in this section and must be received at the address indicated by the date and time specified in order to be considered by the Port.

BID PACKAGE

A. Please review this Request for Bids package to ensure that you have in your possession all of the necessary documents. The RFB, including all attachments and supporting materials, may be downloaded from the Port's website at www.portoakland.com or www.oaklandairport.com. Four separate PDF documents comprise the Bid Documents included in this RFB package:

1. Request For Bids (RFB) Description
2. Attachments 1 through 13
3. **Exhibit A:** Rental Car Center Site Plan (12-27-16)
4. **Exhibit B:** Customer Service Building Floor Plan (pages 1, 2, 3)
5. **Exhibit C:** Oakland Rental Car Center Improvements (1-13-17)

Any Addenda to the RFB will be posted on the Port's website. Bidders should periodically check for Port posted Addenda, through April 4, 2017 (Due date for RFB submittals).

B. The submission of a Bid shall be considered evidence that the Bidder has investigated all the conditions, provided information related to the services herein described and that said Bidder has ascertained that all areas are as specified to the extent possible and that said Bidder is aware of circumstances, procedures, and requirements affecting the conduct of the services to be provided, as well as the terms and conditions of the *Space Use Permit* to be entered into. The attention of the Bidder is specifically directed to, and Bidder will be conclusively presumed to have read and become familiar with, all the Bid Documents. No claim for adjustment of the provisions of the concession to be awarded shall be honored on the ground that the Bidder was not fully informed as to the conditions that exist.

C. No verbal interpretation made to any Bidder as to the meaning or consequence of any portion of the Bid or Bid Documents shall be considered binding on the Port. Every request for clarification of the Bid Documents shall be made in written or electronic form and delivered prior to February 21, 2017, to the Port Representative as follows:

Mark Bryant
mbryant@portoakland.com
Port of Oakland - Airport Properties
9532 Earhart Rd., Ste. 201
Oakland, CA 94621
Telephone (510) 563-3372
Fax: (510) 636-1216

D. Any response by the Port to a request by a Bidder for clarification will be made in the form of an addendum to this Bid Document. All addenda so issued shall be posted on the Port's website and shall become part of this Request for Bids and must be acknowledged in the Bid. The Port will endeavor to notify by e-mail to the address of record of all parties to whom the Request for Bid Documents have been issued of the issuance and posting of Addenda; provided, however, that the Port's failure to provide such notice shall not provide the basis for any protest by any Bidder. The Port will not be responsible for any instructions, interpretations or explanations received from any party other than in writing from Mr. Bryant.

E. The information contained in this RFB is provided for the convenience of the Bidders. It is the responsibility of the Bidders to assure themselves that the information in the RFB is accurate and

complete. The Port and the Board of Port Commissioners, and its employees and advisors, will have no liability arising out of the inaccuracy of any such information.

- F. Bids must be submitted in such manner as to make them complete and free from ambiguity, without alterations or erasures. All blank spaces on the Bid Forms must be filled in and the Bid Forms properly signed in ink by the Bidder or its legally authorized officer or agent. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

BID SUBMISSION CHECKLIST

Each of the following must be included in Bidder's Bid submission to the Port in response to this RFB:

- BIDDER'S STATEMENT AND REPRESENTATION
- QUALIFICATIONS FORM
- ACKNOWLEDGEMENT OF BIDDER
- BID SURETY (LETTER FORM OF CREDIT)
- BID FORM AND ACKNOWLEDGEMENT OF ADDENDA
- NON-COLLUSION DECLARATION
- STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY
- STATEMENT OF LIVING WAGE COMPLIANCE
- EXECUTED *SPACE USE PERMIT* – PROPERLY NOTARIZED BY AN AUTHORIZED REPRESENTATIVE OF BIDDER
- STATEMENT OF DISADVANTAGED BUSINESS ENTERPRISE PROGRAM AFFIDAVIT
- LIST OF ACDBEs only

SUBMITTAL FORMAT

There is no minimum or maximum number of pages for the submitted bid in response to this RFB. Responses can be printed on 8 ½" x 11" paper and formatted in no smaller than 10-point font. Each section shall be labeled according to the sections below. All submitted materials must be bound. Submittals must be able to fit into a 9 x 11 ½ inch folder.

EVALUATION CRITERIA

Prior to award, the Port must be assured that the successful Bidder has all of the resources required to successfully perform under the terms and conditions of the *Space Use Permit*. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under the *Space Use Permit*. If during the evaluation process, the Port is unable to assure itself of the Bidder's ability to perform under the terms and conditions of the *Space Use Permit* for the concession opportunity, if awarded, the Port has the option of requesting from the successful Bidder any information that the Port deems necessary to determine the Successful Bidder's capabilities. If such information is required, the Successful Bidder will be notified and will be permitted five (5) business days to submit the requested information.

In awarding the concession opportunities, the Port will evaluate a number of factors in combination.

Evaluation of submitted bids will be influenced by:

1. Attendance at Mandatory Pre-Bid Conference
2. Submittal of Minimum Acceptable 1st Year MAG Bid for selected concession opportunity
3. Completion and submittal of all listed attachments on [Bid Submission Checklist](#)
4. Any default of any of the terms and conditions of the *Space Use Permit*, currently in effect

Selection Procedure:

All proposals received by the deadline which meet the RFB'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 factors listed above. The selection process may include interviews (at the discretion of the evaluation committee) for the top-scoring submissions. If interviews are to take place, the Port will notify the top scoring Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

V. Additional Provisions

The terms "Bidder", "Company", "Consultant", "Contractor", "Proposer", "Respondent", "Seller", "Supplier", and "Vendor" whenever appearing in this RFB or any attachments, are used interchangeably to refer to the company or firm submitting a proposal in response to this RFB.

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 its Purchase Orders under the name Port of Oakland.

B. Ownership of Bids

All rights to information developed, disclosed, or provided in a Bid 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 proprietary, submission of a Bid 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. Public Records Act

Per 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 RFB 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 such. 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.

D. Indemnification

If Successful Bidder is awarded this concession opportunity, it will be required to agree to the indemnification clause(s) contained in the *Space Use Permit (Attachment 11)*.

E. Reimbursable Expenses

All expenses incidental to responding to this RFB shall be borne by the Bidder; the Port will not reimburse for any costs or expenses related to Bidder's deliverables and presentation materials; including, but not limited to, reproduction of documents and other materials; transportation and subsistence, telephone, computer, facsimile, or other similar costs.

F. Port's Right to Modify

Respondents are advised that the Port has not incurred any obligations or duties in soliciting this RFB. The Port, at its sole discretion, reserves the right to reject any or all proposals submitted in response to this RFB; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFB; to request new RFBs or pursue any other means for obtaining the desired services; to waive any informalities

or minor irregularities in the RFB, and other inconsequential deviations from the RFB's requirements. The Board retains the right to award this concession opportunity in part or in total to the bidder(s) of its choice, and to decide to undertake the concession opportunity or to terminate the concession opportunity at any time prior to the award of the concession opportunity and approval of the *Space Use Permit*.

G. Conflicts of Interest

By submitting a Bid, the Bidder represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections in connection with its proposal. Bidder also represents that its Bid has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, which Bidder 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 RFB, 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 bids or termination of any agreement by the Port for cause. Bidder agrees that if it enters into a contract with the Port, it will comply with all applicable conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

H. Cost of Preparing a Bid

All costs for developing a response to this RFB and attending any proposal meetings or selection meetings are entirely the responsibility of the Bidder and shall not be chargeable to the Port.

I. Law Compliance

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

J. Respondent's Relationship

The Bidder's relationship to the Port shall be that of independent contractor and not deemed to be agent of the Port.

K. Bid Considerations and Legal Proceeding Waiver

The Port has absolute discretion with regard to acceptance and rejection of Bids. In order to be considered the Bidder waives the right to bring legal proceedings challenging the Board's choice of the award.

L. False Statements

False statements in a Bid will disqualify the Bidder.

M. Taxes

The Bidder will be responsible for all Federal, State, and Local taxes.

N. Grade of Service

The Bidder must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

O. The Bidder's Liability

The Bidder shall be responsible for any and all damages to the Port's premises resulting from the negligent acts or willful misconduct of the bidder's agents or employees.

P. Amendments

The Port may, at its sole discretion, issue amendments to this RFB at any time before the time set for receipt of Bids. The Bidders are required to acknowledge receipt of any amendments (addenda) issued to this RFB by acknowledging the Addendum in the space provided on the

RFB Bid Form and Acknowledgment of Addenda (**Attachment 5**). The Port shall not be bound by any representations, whether oral or written, made at a pre-bid, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFB or as part of the final *Space Use Permit*. All questions or requests for clarification concerning material terms of the *Space Use Permit* should be submitted in writing for consideration as an amendment.

Q. Withdrawal or Modification of Offers

The Bidder may modify or withdraw its Bid in writing at any time before the deadline for submission of a Bid. The Bidder may withdraw its Bid at any time after the submittal due date (April 4, 2017), subject to forfeiture of the Bid Surety.

R. Acceptance

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

S. Representations

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

T. Award Consideration and Term of Concession Opportunity

The Port shall not be bound to accept the highest financial Bid, and will award the concession opportunity (if any) to the Bidder selected through the competitive bid process (and any subsequent interviews) outlined in this RFB.

The Port will award a concession opportunity with an Initial Term of five (5) years (with options to extend on terms and conditions as discussed in the *Space Use Permit*), commencing July 1, 2017 and expiring on June 30, 2022.

U. Contract Termination

The Port may terminate the *Space Use Permit* with the Bidder for the failure of the successful Bidder to comply with any term(s) of the *Space Use Permit* between the Port and the Bidder.

V. Protest Procedures

Any Bidder that has timely submitted a responsive Bid that contends or claims that the Port's proposed award of a *Space Use Permit* with another Bidder 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 John Betterton, 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 Bidder(s) (or of Notice of Intend 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 RFB 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.



PORT OF OAKLAND

**Bidder's Statement and
Representation (Attachment 1)**

RFP No.: Non-Exclusive Rental Car Concession

(To Be Executed by Bidder and Submitted with Bid)

Bidder hereby submits by enclosure the Qualifications Form and supporting information required by the Request for Bids and certifies that all information so submitted is both accurate and complete.

The undersigned hereby attests that he/she is a duly authorized representative of the bidding entity. By signing this statement, the Bidder hereby acknowledges that if selected as a non-exclusive On Airport Rental Car Concessionaire pursuant to the Bid contained herein, Bidder will be required to execute the *Space Use Permit* in the form attached to the Request for Bid as **Attachment 11**, or as it may have been revised by the Port by Addendum. The Bidder's fully executed *Space Use Permit* must accompany the submitted Bid. Failure to execute the final *Space Use Permit*, or provide the Port with the Performance Deposit required by the *Space Use Permit* will result in forfeiture of Bidders Bid Surety. Within ten (10) days after the receipt of notice that the Bidder is a successful Bidder, Bidder will provide the required Performance Deposit to the Port.

Bidder hereby attests that Bidder, its representatives, agents, affiliates, or proposed joint venture partners have not contacted members of the Port Board, members of Port staff other than Port's Authorized representative, officials of the City of Oakland, including Council members, staff or other elected/appointed officials with respect to this concession opportunity.

By submitting a Bid, Bidder acknowledges that it was responsible to determine the accuracy of the information contained in the RFB, and that the Port and the Board of Port Commissioners, and its employees and advisors, will have no liability arising out of such information.

The Port has devoted, and will continue to devote significant time and other resources to developing and implementing its RFB process. The Port desires to receive all questions and objections to the RFB procedures as soon as possible, so they can be addressed to the extent the Port believes appropriate. By submitting a Bid, each Bidder represents and warrants to the Port that there are no questions or objections regarding the *Space Use Permit*, or any part of the Port's RFB procedures, processes or requirements herein, and does not object to any aspect of the RFB process.

Bidder attests that no person or agency has been employed or retained to solicit or obtain the Ports selection of Bidder under this RFB process upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. As used in this statement, (i) "bona fide agency" means an established commercial or selling agency, maintained by Bidder for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit, or to obtain Port contracts through improper influence; (ii) "bona fide employee" means any person, employed by Bidder and subject to Bidder's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or to obtain any Port contract or contracts through improper influence; (iii) "contingent fee" means commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has for securing a Port contract; and (iv) "improper influence" means any influence that induces or tends to induce an employee or officer of the Port of Oakland to give consideration or to act regarding a Port contract on any basis other than the merits of the matter.

Bidder attests that it has not in any manner, directly, or indirectly, sought by agreement, communication

Attachment 1 Cont'd

or conference with anyone to secure any advantage against the City of Oakland or the Board or anyone interested in this RFB and has not paid, and will not pay, any fee to any corporation, partnership, company association, organization, depository or to any member or agent thereof to effectuate a collusive, or sham Bid.

Bidder further agrees that it waives any right it may have to secure or require the disclosure of another Bidder's bid before award and execution of the *Space Use Permit*.

Date: _____

Name (Company) of Bidder

By: _____
Signature of Principal/Owner/Authorized Officer

By: _____
Print Name of Principal/Owner/Authorized Officer



RFP No.: Non-Exclusive Rental Car Opportunity

(to be Executed by Bidder and Submitted with Bid)

_____, first being duly sworn says:

1. _____ (“He” or “She”) is authorized to give this Affidavit on behalf of _____ (name of Bidder unless Bidder is an individual, in which case “himself” or “herself”) and (unless and Affiant is an individual), a copy of the relevant authorization (e.g.) partnership agreement or certified copy of corporate resolution) is attached.
2. _____ (name if Bidder) has met all requirements necessary to fully authorize it to operate a rental car concession in the State of California.

QUALIFICATIONS

A. Company Profile

1. Provide details of the Bidder which shall include the following:
 - If a corporation, furnish the date and state of incorporation, and the names of all persons or entities owning at least 25% of the company's voting stock. If Bidder is a subsidiary, state the name of parent company; however, all information provided must be as to Bidder and not as to parent company.
 - If a partnership, list all partners.
 - If a joint venture, provide the information requested within this section for each party.
 - If a sole proprietorship, list all business names under which such individual has done business under the last five (5) years.
2. Provide organizational structure of the Bidder, both corporate and local. Attach organizational charts and resumes.
3. If Bidder indicates its intent to use more than one brand, or trade name in its concession, describe in detail the nature of Bidder's ownership and/or control of each brand or trade name. Identify the exact brand or trade names(s) (no more than four (4)) than Bidder intends to use in its rental car concession. Bidders who are proposing to operate a licensed or franchised brand must provide an agreement with the licensor or franchiser granting the rights to operate the brand at the Airport, or a letter from the licensee or franchisor indicating that the Bidder has met the requirements to hold or operate such franchise or license and such license or franchise will be forthcoming upon award.
4. Provide a certified copy of Bidder's certificate of good standing to do business in the State of California.

B. Experience and Qualifications

1. Describe the experience of the Bidder in managing and operating rental car services in airports.

Attachment 2 Cont'd

2. Submit a tabulated list of the five (5) airport locations with the highest gross revenues where Bidder has operated rental car concessions. This list shall include location(s), beginning and ending dates of the contract(s), and gross receipts generated by each contract. If the Bidder has not operated at five airport locations, then Bidder's list shall include the five highest on-airport and off-airport locations.

C. Financial Information

1. Provide financial statements, including balance sheets, statements of income and changes in financial position, for the last two calendar or fiscal years. Audited financial statements are strongly preferred. In the event that audited financial statements are not available, the Bidder's highest ranking financial officer shall certify all financial statements.
2. Provide a pro forma statement of the projected results of operation of the concession for each of its two years of operations identifying the source of funds to cover any capital requirements or deficits shown in such statement.

Sworn to and subscribed before me on this _____ day of _____, 2017

Signature of Affiant

Notary Public

My Commission Expires: ____/____/____

(SEAL)



PORT OF OAKLAND

Acknowledgement of Bidder (Attachment 3)

RFP No.: Non-Exclusive Rental Car Concession

The submission of this Bid is the duly authorized act of the Bidder and the undersigned is duly authorized and designated to execute this Bid.

IF BIDDER IS A CORPORATION, this form must be dated and signed here by (a) President or a Vice president, and (b) Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, with (c) the corporate seal affixed. If this form is not so signed, a duly certified corporate resolution authorizing the form of execution used must be attached.

This ____ day of _____, 2017.

Corporate, or business name of Bidder

CORPORATE SEAL:

State of Incorporation

Signature of President or Vice President

(Typed or printed name and title)

Signature of Secretary,
Assistant Secretary, Treasurer
Or Assistant Treasurer

(Typed or printed name and title)



PORT OF OAKLAND

**Bid Surety (Form of Letter of Credit)
Attachment 4**

IRREVOCABLE LETTER OF CREDIT

Irrevocable and Transferable
Letter of Credit # _____

Amount: U.S. \$ _____

To: City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners
("Port of Oakland")
530 Water Street
Oakland, California 94607 _____, 20__

Ladies and Gentlemen:

For the account of [Insert applicant], a [Insert type of entity] ("Applicant"), we hereby issue in your favor our Irrevocable Letter of Credit for U.S. \$ _____ .

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

"I certify that the amount of our drawing is due the Port of Oakland (1) pursuant to the terms of the Request for Bids dated January 27, 2017 for Non-Exclusive Rental Car Concession.

Drafts must clearly specify the number of this credit and (except as set forth below) be presented at our counters at [Insert location of counters of bank in San Francisco or Oakland] not later than the close of business on _____, 20__, or such later date as this credit shall have been extended to (the "Expiration Date"). If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the purported demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor, and that we are returning any documents to you. Upon being notified that the purported demand for payment was not effected in accordance with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment on or prior to the then Expiration Date.

Drawings may also be presented to us by facsimile transmission to facsimile number _____ (each such drawing, a "Fax Drawing"). If you present a Fax Drawing under this Letter of Credit you do not need to present the original of any drawing documents, and if we receive any such original drawing documents: they will not be examined by us. In the event of a full or final drawing the original standby Letter of Credit must be returned to us by overnight courier.

Attachment 4 Cont'd

This credit shall be deemed automatically extended without amendment for additional periods of one year from the present or any future expiration date unless at least ninety (90) days prior to any such date we notify you (Attention: Chief Financial Officer) and Applicant by a nationally recognized overnight courier service that we elect not to consider the letter of credit renewed for any such additional period. You may then draw on us at sight with the above specified signed statement.

This Letter of Credit is subject to the "International Standby Practices ("ISP98")", International Chamber of Commerce Publication No. 590 and as to matters not governed by ISP98, shall be governed by and construed in accordance with the Laws of California, without regard to principles of conflicts of Law.

We engage with you that drafts for full or partial payment drawn under and in compliance with the terms of this credit will be duly honored by us on delivery of documents as specified.

All bank charges and commissions are for the account of Applicant.

Very truly yours,

Authorized Signature and Title

Attachment 4 Cont'd

SIGHT DRAFT

City

Date

Pay to the order of the Port of Oakland, at sight, _____ (\$_____)
U.S. Dollars, drawn under Letter of Credit # _____, issued by
_____ **to the Port of Oakland for the account of**
[Insert name of bidder].

**City of Oakland, a municipal corporation,
acting by and through its Board of Port
Commissioners ("Port of Oakland")**

By:

Name:

Title:



Bidder acknowledges receipt of the following Addenda(s):

Addendum Number	Date
1.	
2.	
3.	
4.	
5.	

Bidder hereby submits its Bid for Concession Block _____. The First Year Minimum Acceptable 1st Year Minimum Annual Guarantee (MAG) Bid is:

_____ Dollars (\$_____)

Thereafter for Years 2 through 5 of the Initial Term (July 1st through June 30th), the Minimum Annual Guarantee shall be the greater of: 85% of prior year Gross Revenues payable, or the MAG for Year 1.

The Bidder has enclosed either: (check applicable box)

A cashier's check for \$25,000.00 (made payable to the Port of Oakland)

The completed Letter of Credit (**Attachment 4**) in the amount of \$25,000.00

The Bidder's name and address exactly as it would appear on the *Space Use Permit*.

Bidder will operate its rental car concession at the Airport under the following brand/trade names, and no others:

Attachment 5 Cont'd

If the stock of a Bidder is not publicly traded, identify the name, address and ownership interest of each shareholder, member, joint venture partner in Bidder holding 5% or more of the ownership of Bidder:

This Bid is genuine and is not made in the interest of, or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal; the Bidder has not solicited or induced any individual or Entity to refrain from submitting a Bid; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder, or over the Port of Oakland. The Bidder is not participating as a sub-concessionaire, joint-venture partner, investor, shareholder, manager, supplier, or in any other capacity with any other Bidder.

The Bidder has not employed any person or agency upon an agreement or understanding for a contingent fee, except as a bona fide employee or agency, as such terms are defined in the *Space Use Permit*.

The Port has the right to negotiate fees and other items it deems appropriate for the benefit of the Port and the traveling public.

The Port has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, and Bidder hereby grants the Port all permissions to make said inquiries and to provide any and all requested documentation in a timely manner.

By submission of this Bid, if the Bidder is an incumbent Concessionaire, it acknowledges responsibility for any surface and subsurface conditions in the Ready/Return Area, the Ryan St. Site and the main and auxiliary Customer Service Buildings in accordance with the *Space Use Permit* and all applicable Federal, State and Local laws and regulations.

The undersigned hereby attests to the accuracy of all statements, answers and representations made in this Bid Form, including supplementary statements attached hereto (authorized officer of corporation).

_____ Title _____

_____ Title _____

[SEAL]

DATED: _____, 2017



RFP No.: Non-Exclusive Rental Car Concession

(To Be Executed by Bidder and Submitted with Bid)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached bid; that the attached bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the bid value, or that of any other bidder, or to secure any advantage against the public body awarding the concession opportunity of anyone interested in the proposed concession opportunity; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

Executed this _____ day of _____, 201__, at
_____, California

Signature



PORT OF OAKLAND

**Statement of Equal Employment Opportunity
Attachment 7**

RFP No.: Non-Exclusive Rental Car Opportunity

(to be Executed by Bidder and Submitted with Bid)

I hereby certify that I _____ (Legal Name of Bidder/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



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, 2016, \$14.86 without health benefits or \$12.93 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 \$1.93 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) **Maintain a list of the name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off - and submit this list to the Port's Social Responsibility Division, Attention: Connie Ng-Wong, Living Wage Compliance Officer, 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.*

Attachment 8 – Cont'd

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



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

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

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

Please check the appropriate box and sign below

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

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

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

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

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



RFP No.: Non-Exclusive Rental Car Concession

I hereby certify that I _____ (Legal Name of Bidder/Respondent/Supplier/Consultant/Contractor), has reviewed the Living Wage Requirements, included herein as **Attachment 8** to this Request for Bids and will comply with said Requirements. Upon execution of a *Space Use Permit*, the successful bidder will be required to complete the Employer Self-Evaluation Form and Certificate of Compliance – Living Wage Form of this Request for Bids, 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

Attachment 11

Space Use Permit for Non-Exclusive Rental Car Concession
between

Port of Oakland
and

dated

_____, 2017



**Statement of Disadvantaged Business
Enterprise Program Affidavit
Attachment 12**

RFP No.: Non-Exclusive Rental Car Concession

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

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

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

Signature

Print Name

Title

Date

Attachment 13 – cont'd

* The certified firm is issued a certificate by the California Unified Certification Program (CUCP). ACDBE status may be obtained by accessing the CUCP website: <http://www.dot.ca.gov/hq/bep/index.htm> or by calling (916) 324-1700 or (866) 810-6346.

EXHIBIT A

**Rental Car Center Site Plan
Dated 12-27-16
labeled as:
Gross Area vs. Leasable Area**

EXHIBIT B

Customer Service Building (existing floor plan)

Page 1

Page 2

Page 3

EXHIBIT C

**OAKLAND RENTAL CAR CENTER IMPROVEMENTS
(100% submittal – dated 1-13-17)**