

REQUEST FOR PROPOSAL

for

**Janitorial Services
for
530 Water St. and Other Port Assets**

21-22/03



PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 21-22/03 – Janitorial Services for 530 Water St. and Other Port Assets

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

Proposal Information

Proposal Title	Janitorial Services for 530 Water St. and Other Port Assets
Proposal Type	Service
Proposal Number	21-22/03
Proposal Issued	July 14, 2021
Issuing Department	Commercial Real Estate
Mandatory Pre-proposal Meeting and Site Visit	July 28, 2021 at 10:00 am Port of Oakland 530 Water St., Oakland, CA 94607 Conference Room: Exhibit Conference Room
Scheduled Publication Date	July 16, 2021
Proposal Due Date	September 1, 2021 until 11:00 a.m.

Instructions for Submitting Proposals

Submittal Address	Port of Oakland Purchasing Department Attn: Nicklaus Sioson 530 Water Street Oakland, CA 94607
Submittal Copies	One (1) Original copy clearly marked "Original" and three (3) Copies marked "Copy" and an electronic file of the Proposal shall be submitted (with the hard copies) as <u>a single file in Adobe</u> portable document format (pdf) contained on a single USB flash drive.
Submittal Envelope Requirements	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none">• Proposal Number• Name of Your Company• Address• Phone Number
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the Respondent.

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Location	Address
Physical	N/A Please call Nicklaus Sioson at (510) 627-1140 or email nsioson@portoakland.com for any issues downloading RFP document from the Port website or to request an email copy.
Website	http://www.portofoakland.com/business/bids-rfps/ Or navigate to the Port of Oakland's main website at: http://www.portofoakland.com/ , then click on "Bids/RFPs" from the banner on the top of the page, and then scroll down to download the RFP.

Questions about the Proposal

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

Primary Contact	Nicklaus Sioson Email: nsioson@portoakland.com
Question/RFI Due Date	August 5, 2021 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	August 11, 2021 All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective proposers and placed on the Port's website. Proposers who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain Proposal Documents" section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form.

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

Full Opportunity

The Port's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

It is the policy of the Port of Oakland to encourage and facilitate full and equitable opportunities for small local businesses to participate in its contracts for the provision of goods and services. It is further the Port's policy that no discrimination shall be permitted in small local business participation in Port contracts or in the subcontracting of Port contracts. The successful Respondent shall comply with the Port's non-discrimination policy.

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

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

John Banisadr,
Port Purchasing Manager

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Attachments:

	Title	Must Be Returned with Proposal
1	Non-Collusion Declaration	Yes
2	Statement of Equal Employment Opportunity	Yes
3	RFP Acknowledgement and Signature Form	Yes
4	Proposal Worksheet	Yes
5	Port of Oakland Non-Discrimination and Small Local Business Utilization Policy A. Chart for Submitting Data for Calculation of Preference Points B. Local Participation Questionnaire C. Monthly Utilization of Local and Small Business Enterprises D. Final Utilization of Local and Small Business Enterprises	Yes Attachment 5-A and 5-B are required with the Proposal. (Note: If you are submitting a new Certification Application for preference points, then your completed application is due 7 business days prior to the proposal due date.) Attachments 5-C and –D are required after contract award final completion of the project.
6	Non-Discrimination and Small Local Business Utilization Policy Program Affidavit	Yes
7	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 7-A and 7-B are required after contract award.)
8	Statement of Living Wage Requirements	Yes

Title		Must Be Returned with Proposal
9	Supplier Insurance Requirements	No
10	Insurance Acknowledgement Statement	Yes
11	Standard Professional Services Agreement	No (Note: If awarded the contract, the successful Respondent will execute a revised version of the Port's standard Professional Services Agreement, which will be consistent with the provisions of this RFP.)
12	Information Required to Comply with California Labor Code Section 2810	Yes
13	Labor Peace Rule for Certain Operational Services (Port Ordinance 4587)	No
14	Statement of Adherence to Labor Peace Rule	Yes

I. Project Overview

The Port of Oakland is soliciting proposals from qualified Contractors to provide Janitorial Services for 530 Water St. and certain other Port Assets. The Port will furnish all cleaning solutions, hand soap and paper products, and the Contractor shall supply all cleaning materials (e.g. mops, buckets, rags, etc.), equipment (e.g. vacuums, brooms, etc.), personnel, and management, as well as all other items necessary to perform the services specified in this Request for Proposal. All services and supplies should be of a standard and quality provided to a Class A high-rise building.

About the Port of Oakland

The Port of Oakland was established in 1927 and oversees the Oakland seaport, Oakland International Airport, Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is the fifth busiest container port in the U.S.; Oakland International Airport is the second largest 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, public parks and conservation areas.

II. Scope of Services

The Contractor shall provide janitorial services Monday through Friday based on the schedule provided below with reliable and experienced personnel to perform the janitorial services indicated in the Technical Requirements and Additional Services sections of this RFP. This specification represents the minimum frequency of cleaning required to ensure a High Standard of Cleanliness for the site locations identified in Section A, below.

A. Site Locations and Description:

- I. Port Headquarters - 530 Water St, Oakland, CA
 - a) 137,672 sq.ft., 7-story office building
- II. Harbormaster Office – 38 Water St, Oakland, CA
 - a) 1,000 sq.ft., 1-story office building
- III. 101 Washington Street Garage and Underground Garage
 - a) 400,000 sq.ft., 7-story garage and 90,000 sq.ft., 1-story garage
- IV. Webster/Embarcadero Parking Lot
 - a) 18,480 sq.ft. surface lot

B. Staffing Requirement and Hours of Operation:

Staffing shall include one (1) full-time Day Porter and sufficient Night Crew and Parking Lot/Garage Staff personnel to meet the needs of the Technical Requirements listed below.

- Day Porter: the Day Porter shall perform typical Day Porter tasks such as responding to unanticipated janitorial requests, stocking paper supplies and dispensers as needed, performing special projects as requested and acting as the janitorial firm's representative and liaison for the Port's building manager.
- Night Crew: the Night Crew shall perform all of the items listed under the Technical Requirements at the frequencies stated. The Contractor shall determine the number of personnel to be provided for the night crew necessary to perform the requested scope of services.
- Parking Lot/Garage Staff: the Parking Lot/Garage Staff shall perform all of the items listed in the Technical Requirements listed below, which include but is not limited to emptying garbage cans, elevator cleaning, power washing, scrubbing and sweeping.

The Contractor's crew shall work during the following hours:

Position	Hours	Responsibility
Day Porter	7:30 pm – 4:00 pm	All assets
Night Crew	6:00 pm – 12:00 am	All assets
Parking Lot/Garage Staff	1:00 am – 8:00 am	Two garages and 1 surface lot

C. Technical Requirements

The Contractor will be required to perform janitorial services to the below-listed areas per the frequencies listed below:

I. Location: Port Headquarters

- A. Daily Services –Area Location: **Lobby.**
 - 1) Clean glass doors, inside and out
 - 2) Wipe seating, clean as needed
 - 3) Wet mop all exposed flooring
 - 4) Vacuum carpet runners, spot clean any new stains or spills
 - 5) Damp wipe all surfaces
 - 6) Polish all metal surfaces
 - 7) Empty garbage/recycling bin, damp clean as needed
- B. Daily Services – Area Location: **Elevators**
 - 1) Vacuum carpet
 - 2) Polish all metal surfaces
 - 3) Wipe wood surfaces as needed
- C. Daily Services – Area Location: **Elevator Lobbies and Office Hallways**
 - 1) Wet mop all ceramic tile floors
 - 2) Vacuum carpet and spot clean any new stains or spills
 - 3) Dust all fixtures
 - 4) Clean glass and metal fixtures as needed
 - 5) Spot clean walls and doors as needed
- D. Daily Services – Area location: **Restrooms/Locker Rooms/Showers**
 - 1) Empty all waste containers, clean with disinfectant
 - 2) Restock all paper products and liners
 - 3) Check and refill all soap dispensers
 - 4) Clean and disinfect sinks, countertops, floors
 - 5) Clean and disinfect toilet bowls, toilet seats and urinals
 - 6) Restock urinal deodorizer as needed
 - 7) Dust exhaust vents, wet wipe as needed
 - 8) Wipe mirrors and clean partitions and walls as needed
 - 9) Clean and disinfect showers
- E. Daily Services – Area Location: **All Conference Rooms and Exhibit Room**
 - 1) Wipe and clean conference room tables with appropriate cleaner
 - 2) Spot clean any new carpet stains or spills
 - 3) Dust surface tops, clean as needed
 - 4) Empty all garbage/recycling containers, damp clean as needed
 - 5) Arrange chairs in proper location
- F. Daily Services – Area Location: **Cubicles and Offices**
 - 1) Empty all waste garbage/recycling containers, damp clean as needed
 - 2) Dust and/or damp wipe cleared work surfaces only (desks, file cabinets, credenzas, etc.)
 - 3) Dust window ledges if cleared

4) Spot clean any new carpet stains or spills

G. Daily Services – Area Location: **Kitchens/Lunch Rooms/Copy Rooms**

- 1) Empty all waste/recycling containers, clean as needed
- 2) Wipe down countertops and clean sink if empty
- 3) Check hand towel dispensers and restock as needed
- 4) Return tables and chairs to proper location
- 5) Spot clean Lunch Room floor as needed

H. Daily Services – Area Location: **Janitorial Closets**

- 1) Maintain Janitorial Closets in a clean and orderly condition
- 2) Stock paper products and cleaning supplies neatly on shelves
- 3) Do not leave standing water in closets
- 4) Clean equipment after use and return to designated location
- 5) Clean closet floors

I. Weekly Services – Area Location: **Cubicles, Offices, Conference Rooms and Hallways**

- 1) Thoroughly vacuum all carpeted areas throughout building. This includes all cubicle areas, all offices, all Conference Rooms, and all Common Area Hallways

J. Weekly Services – Area Location: **Kitchens and Lunch Rooms**

- 1) Mop floor and vacuum carpet runners
- 2) Mop 3rd Floor Lunch Room
- 3) Wipe down water dispensers
- 4) Wipe down exterior of refrigerator (no dishwashing or refrigerator cleaning needed)
- 5) Wipe down countertops and sinks
- 6) Empty Food Waste bins when ½ full, install new liner
- 7) Empty Bottle/Plastic Recycling bins as needed
- 8) Empty Paper Recycling bins and Shredder bins as needed

K. Monthly Services – Area Location: **Stairwells**

- 1) Sweep stairwells to remove accumulated dust and debris
- 2) Damp wipe hand railing
- 3) Clean any spills or stains on stairs or walls
- 4) Wipe down stairwell doors

L. Monthly Services – Area Location: **Utility Work**

- 1) Dust accessible baseboards throughout building
- 2) Damp wipe all air distribution grills
- 3) Detail bathrooms
- 4) Detail kitchens
- 5) Dust Mini-Blinds
- 6) High Dusting – light fixtures, architectural features
- 7) Door and Wall cleaning

M. Quarterly Services – Area Location: **Utility Work**

- 1) Deep clean stairwells including stain removal
- 2) Deep clean stairwell light fixtures
- 3) Strip and wax tile in building restrooms

II. Location: **Harbormaster Office**

A. Daily Services – Area Location: **Cubicles, Offices, Conference Rooms and Hallways**

- 1) Empty all waste garbage/recycling containers, damp clean as needed

- 2) Dust and/or damp wipe cleared work surfaces (desks, file cabinets, credenzas, etc.)
- 3) Dust window ledges if cleared
- 4) Spot clean any new carpet stains or spills
- 5) Empty kitchen garbage/recycling containers, damp clean as needed

B. Daily Services – Area location: **Restrooms**

- 1) Empty all waste containers, clean with disinfectant
- 2) Restock all paper products and liners
- 3) Check and refill all soap dispensers
- 4) Clean and disinfect sinks, countertops, floors
- 5) Clean and disinfect toilet bowls, toilet seats and urinals
- 6) Restock urinal deodorizer as needed
- 7) Dust exhaust vents, wet wipe as needed
- 8) Wipe mirrors and clean partitions and walls as needed

C. Daily Services – Area Location: **Kitchen and Lunch Rooms**

- 1) Wipe down water dispensers
- 2) Wipe down exterior of refrigerator (no dishwashing or refrigerator cleaning)
- 3) Wipe down countertops
- 4) Empty Food Waste bins when ½ full, install new liner
- 5) Empty Bottle/Plastic Recycling bins as needed
- 6) Empty Paper Recycling bins and Shredder bins as needed

D. Weekly Services – Area Location: **Cubicles, Offices, Conference Rooms and Hallways**

- 1) Thoroughly vacuum all carpeted areas throughout office.

E. Monthly Services – Area Location: **Utility Work**

- 1) Dust accessible baseboards throughout building
- 2) Wipe down all air distribution grills
- 3) Detail restrooms
- 4) Detail kitchens

III. Location: **Washington Street Garage and Underground Garage**

A. Daily Services

- 1) Empty all trash containers, replace liners as needed
- 2) Pick up any litter or debris
- 3) Wipe down Parking Pay Stations
- 4) Mop elevator floors (4)
- 5) Clean elevator walls and fixtures (4)
- 6) Clean any graffiti as needed

B. Weekly Services

- 1) Sweeping: Proposer to provide a power sweeping machine and perform sweeping on Sunday night/Monday morning
- 2) Scrubbing: The Port will provide a power scrubber (excluding fuel) for the proposer's use but the proposer will provide the fuel, to be performed on Wednesday nights. Scrub 2 floors per week (e.g. Week 1 scrub Washington Street Garage Floors 1 and 2; Week 2 scrub Floors 3 and 4; Week 3 scrub Floors 5, 6, and 7; Week 4 scrub Underground Garage)

Note: Vendor will be required to supply a power sweeper and Port will provide the scrubber.

C. Bi-Monthly Services

- 1) Power wash all stairwells, handrails, areas around trash receptacles, elevators and Pay Stations.

IV. Location: **Webster/Embarcadero Parking Lot**

A. Weekly Services

- 1) Pick up any trash or debris in lot
- 2) Clean any graffiti found

D. Additional Services (Upon Request):

The Contractor will be asked to perform janitorial detailing work at any of the locations mentioned above, during Port holidays. Port holidays include: Martin Luther King, Jr. Day, Lincoln's Birthday, California Admissions Day, and Veterans Day. The Contractor will provide these services during normal working hours at no additional charge.

- Vendor to provide standard billing rate for one-time requests not included in the above mentioned scope detail.

E. Invoice Procedure:

The Contractor shall invoice the Port once per month for janitorial services performed the previous month. All Invoices are to be submitted to Port of Oakland, Accounts Payable Department at P.O. Box 28413, Oakland, CA 94604. Upon receipt of correct monthly invoice the Port will pay Net 30 days.

F. Supplies, Materials and Equipment:

The Port will supply all the restroom and employee lounge supplies such as paper towels, toilet paper, cleaning solutions, deodorizers, seat liners, garbage liners, disinfectants, and liquid/anti-bacterial hand soap. The Port will also supply all cleaning solutions for the Contractor's use in carrying out the Scope of Services at all Site Locations, as well as a power scrubber (excluding fuel) for the Contractor's use at the Washington Street Garage and Underground Garage.

The Contractor shall furnish all cleaning materials and equipment, including but not limited to, all cleaning rags or towels, dusters, mops, buckets, vacuums, power washer and sweeping machine required to properly perform their janitorial duties.

G. Work Holidays:

The Port will not require janitorial services for the following holidays.

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

H. Badge and Uniform Requirement:

All janitorial personnel will be required to pass a background investigation and wear a personal photo I.D. and uniform from the janitorial company at all times. The Contractor shall employ personnel who can pass a security background check. The cost of any background check is minimal (estimated at \$100 per person) and will be the responsibility of the Contractor. It will also be the responsibility of the Contractor to maintain any keys, codes, or cards required to gain access and complete work. The Contractor shall safeguard all I.D. badges, keys, and access code and return them to the Port upon

expiration or termination of the contract. Lost or stolen cards will be replaced at the Contractor's expense.

I. Labor and Supervision:

1. The Contractor shall provide sufficient labor and management in order to complete the required work load. The Contractor's arrival and departure times may be checked on a daily basis to insure the Contractor is putting in the required time to perform all duties.
2. Only competent workers, skilled in commercial-type janitorial work shall be hired by the Contractor. The Port shall have the right to request the Contractor replace anyone of the work crew for any reason the Port deems necessary.
3. The Contractor is responsible for maintaining satisfactory standards for employees in regards to conduct, appearance, integrity, and competency.
4. The Contractor shall ensure each daily assignment is performed per daily specifications regardless of employee's absenteeism.
5. There shall be a lead person or other responsible member at least 18 years old, on-site during working hours who shall be able to speak, read, and write the English language to the extent required for proper communication in-person, via telephone, and in writing. Further, such person shall be properly trained to be able to telephone our 24/7 Security Base office in the event of break-in or inadvertent activation of the fire alarm system. All janitors must sign in and out of the building each day via a sign in form supplied by the Contractor, and shall be posted in a designated location. The sign in list may be inspected daily for compliance.
6. The Contractor and their employee(s) are required to know how to properly operate the buildings' lighting override system.
7. The Contractor shall not subcontract the work, or any part of the work, without prior approval from the Port's Commercial Real Estate Representative or Manager.
8. The Contractor shall not allow any unauthorized parties on Port premises without prior approval from the Port's Commercial Real Estate Representative or Manager; doing so may result in the contract termination.

J. Inspection:

1. A copy of the Scope of Services shall be posted in the janitor's closet for reference. Any changes to the Scope of Services, or work schedule, must be approved by the Port's Commercial Real Estate Representative or Manager in advance. The Contractor shall create and maintain a list of completed periodic work and shall sign and date the form when each job is complete. The form shall be posted in the janitorial closet. The Contractor has 30 days after starting work to supply the form. Failure to create and maintain the form shall be considered a breach of contract and may lead to the contract being let the following year.
2. The Contractor is required to arrange written communication between the Contractor and the Commercial Real Estate Representative. The Contractor shall log all irregularities noted, such as, defective plumbing, electrical problems, burned-out lights, doors not closing or left unlocked, vandalism, etc. Written communication can be a note left on the Commercial Real Estate Representative desk at the end of each work shift, if any issues are noted.
3. The Contractor shall be required to meet with the Port's Commercial Real Estate Representative or Manager on a quarterly basis for an inspection tour to review Contractor's performance. Additional inspections may be required if the quarterly reviews are unsatisfactory.

K. Projected Timeline and Length of Contract

The successful Contractor will enter into a four (4) year contract (Agreement), commencing December 2021 and end December 2025 with the Port of Oakland to provide the services detailed in the Scope of Services section. The Port of Oakland and the Contractor will have the option to issue one (1) one-year extension of the Agreement, though the total contract period including any extension may not exceed five (5) years, ending December 2026.

L. 90-Day Trial Period and Establishment of Cleanliness Standard

The first 90 days of the Agreement shall be deemed a 90-Day Trial Period for the selected Contractor, to review and establish cleanliness standards for the Port's Headquarters and certain other Port Assets, and to evaluate the Contractor's ability to meet those standards. During this 90-Day Trial Period, the Contractor shall work closely with the Port to establish those cleanliness standards and to ensure that the Scope of Services being provided meet the Port's requirements. During the 90-Day Trial Period, the Port may provide verbal and/or written feedback to the Contractor regarding the services being provided. If at any point during the 90-Day Trial Period the Port is not satisfied with the level of service being provided by the Contractor, and the Contractor is not able to timely cure any deficiencies noted by the Port, the Port shall have the right to immediately terminate the Agreement and award same to the next-highest ranked Contractor, and so on, until the Port finds a Contractor that can satisfactorily perform the Scope of Services.

The Contractor shall be required to adhere to and maintain the level of cleanliness standards established during the 90-Day Trial Period for the duration of the Agreement between it and the Port, including any extension thereof.

III. Port Policy and Other Requirements

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

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

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

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

- Non-Discrimination policy which all Suppliers (Respondents) must adhere to, by providing the enclosed "Non-Discrimination and Small Local Business Utilization Policy Program Affidavit" (**Attachment 6**) with their proposals.
- Preference points to small local businesses who qualify under the Port's definition of a small local business. In order to qualify for preference points, Suppliers (Respondents) must be either certified by the proposal due date or download a Certification Application at: <http://www.portoakland.com/srd/> and submit it along with any supporting documentation to the Port's Social Responsibility Division seven (7) business days prior to the proposal due date.

A summary of the Port's Non-Discrimination and Small Local Business Utilization Policy is included herein as **Attachment 5**. The entire policy is available at:

http://www.portoakland.com/pdf/responsibility/ndslbu_policy.pdf

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

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

For questions or assistance regarding NDSLBP, contact Ms. Donna Cason, Contract Compliance Officer, (510) 627-1252, at the Port's Social Responsibility Division, or fax requests to (510) 451-1656.

2. Insurance Requirements:
All Respondents who plan on submitting a proposal in response to this RFP must meet the Port's Insurance requirements included in this Request for Proposal (**Attachment 9**) and must provide proof of insurance at the time of project award. Respondents must include a statement (**Attachment 10**) with their proposal agreeing to the Port's insurance requirements and indicate they will be able to obtain the proper insurance at the time of project award.
3. Security Sensitive Information:
By submitting a proposal, Respondent acknowledges that in the course of performing services under the Agreement, the selected Contractor will come into possession of sensitive information subject to Port of Oakland regulation. The selected Contractor will be required to comply strictly with the Port of Oakland's policies and practices for sensitive information.
4. Living Wage Policy:
On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." Section 728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland, and San Jose area. The current Living Wage rate as of July 1, 2021 is at least \$15.30 with credit given to the employer for the provision to covered employees of health benefits, and \$17.56 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than \$50,000 and that employ more than 20 employees who spend more than 25% of their time on Port-related work. Section 728 also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the Respondent will be required to fill out the attached Employer Self-Evaluation for Port of Oakland Living Wage Form (**see Attachment 7-A**) and Certificate of Compliance—Living Wage (**see Attachment 7-B**) and return them to the Social Responsibility Division (i.e., do not include these forms in with your proposal). For more information, please call Connie Ng-Wong in the Port of Oakland's Social Responsibility Division at (510) 627-1390.

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

5. Port's Standard Professional Services Agreement:
Submission of a proposal will confirm that the proposer fully understands the provisions of the Port's standard Professional Services Agreement (**Attachment 11**), which will be revised as necessary to be consistent with the provisions of this RFP, and will execute such revised agreement if awarded the contract. Any objections to any provisions in the Port's standard Professional Services Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged.
6. California Labor Code Section 2810 (Requirements for Janitorial Contractors)
Respondent must demonstrate cost including compensation for janitorial services is sufficient to assure the Port's compliance with California Labor Code Section 2810, which prohibits agencies and companies from entering into janitorial services contracts that do not provide for wage and benefits mandated by law, which may include the Living Wage law and minimum wage laws. Therefore, if your cost proposal does not include sufficient funds to provide the

legally-required wage and benefits, your proposal will be evaluated negatively. **(See Attachment 12, which must be completed and submitted with your proposal.)**

7. Labor Peace Rule for Certain Operational Services:

Respondent must comply with the Labor Peace Rule for Certain Operational Services (Labor Peace Rule) set forth in Port Ordinance 4587 (**Attachment 13**), as such ordinance may be amended or superseded. The Labor Peace Rule requires, among other things, the successful Respondent to enter into a Labor Peace Agreement within thirty (30) days of a request by any Labor Organization. In summary, a Labor Peace Agreement is a written agreement with a Labor Organization, its members, and any employees represented by the Labor Organization from engaging in Labor Disruptions relating to the services provided to the Port under the agreement for Services. Respondent must review the Labor Peace Rule and complete and submit the Statement of Adherence to Labor Peace Rule (**Attachment 14**) with the proposal.

To ensure the timely execution of all required Labor Peace Agreements, the apparent successful Respondent must obtain and provide to the Port all required Labor Peace Agreement(s) **within twenty-one (21) days of publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued)**, or else the Port may select another respondent to perform the Services.

8. Worker Retention:

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

IV. Submission Requirements

The Port has scheduled a mandatory pre-proposal meeting on the date indicated in the table labeled "Proposal Information" (on the first page of the invitation for this RFP), to review the submission requirements.

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

Submittal Format:

Responses may not be longer than 16 pages (one sided or 8 pages double sided), 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 material must be bound with only **one staple or binder clip** in the upper left corner. Please no binders or any other type of binding. Submittals must be able to fit into a 9 x 11.5 inch folder.

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

2. **Knowledge and Experience:** Provide relevant information about your company's knowledge and experience, including a list of three or more projects (in similar size and scope to this RFP), with brief descriptions that demonstrate your experience. Also, provide the names of key personnel who will be assigned to do the work under this project and provide their relevant experience.
3. **Client References:** Provide names, addresses and contact information for three (3) current clients. Provide the size and scope of each project and a brief description of the projects. Please make sure all contact information is current. By providing such information, you authorize us to contact such clients.
4. **Plan and Approach:** Provide an overview describing the general approach to providing the Scope of Services set forth in this RFP, including a detailed staffing plan as recommended by your company, any additional scope of services not included but recommended, and methodology of your company's ability to fulfill the general functions required in this RFP (including recommended staff information and schedule for the night crew and parking lot/garage staff). Please use this section to describe the services you propose to provide to the Port. Your services can be above and beyond the requirements listed in the "Scope of Service" section.
5. **Proposed Costs:** Provide your cost for the proposal on the Proposal Worksheet and attach any proposed fee schedule. It is important that you provide your fee schedule so that the Port can evaluate your proposal.
6. **Debarment Statement:** Provide a written statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and date your statement. If your company has been debarred, you will need to provide background information and the reason(s) for the debarment. Provide the name and contact information for the agency that debarred your company. The Port must review the reason(s) and duration for the debarment before it can determine if your company can be considered for this project.
7. **Litigation and Other Information:** Provide information describing any litigation, arbitration, investigations, or any other similar actions that your company, its principals, directors, and/or employees have been involved in during the last five (5) years relating to your company's services. Please list (a) name and court case or other identification number of each matter, (b) jurisdiction in which it was filed, and (c) outcome of matter (e.g. whether the case is pending, a judgment was entered, a settlement was reached or the case was dismissed). The Port will review the reason and timing of the action before it can determine if your company can be considered for this project. Failure to provide the litigation information may disqualify your proposal.
8. **Required Forms and Adherence to Port Policy and Other Requirements:** The Respondent must fill out all of the forms included in this RFP (listed under the "Attachments" section and marked with a "Yes" in the column titled "Must Be Returned with Proposal"), and return them with your proposal. By returning the listed forms, your company is supporting and agreeing to the Port Policy and Other Requirements (listed in Section III, "Port Policy and Other Requirements" of this RFP). Failure of the Respondent to provide any of the required forms may result in your proposal being rejected for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

V. Evaluation Criteria

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

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

A. Evaluation Weights

Item	Criteria	Weights
	<u>Adherence to Port Policy and Other Requirements and Debarment Statement</u> Proposals from companies who have not or will not adhere to the Port Policy and Other Requirements or who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Items 6 and 8 of the Submission Requirements section.)	Pass/Fail
1	<u>Company Information, Client References, Litigation and Other Information, and Required Forms</u> Respondent's capacity to provide janitorial services as evidenced by past performance, company information, reference checks, litigation and other information, and required forms. (Items 1, 3, 7, and 8 of Submission Requirements section.)	15%
2	<u>Knowledge and Experience</u> Respondent's knowledge and experience in providing janitorial services as evidenced from your response to item 2 of Submission Requirements section.	20%
3	<u>Plan and Approach</u> As evidenced from your response to item 4 of the Submission Requirements section. This will include your approach to providing the Scope of Services, including Technical Requirements, a detailed staffing plan, any additional scope of services not included but recommended, and methodology of your company's ability to fulfill the general functions required in this RFP, including recommended staff information and schedule for night crew and parking lot/garage staff.	25%
4	<u>Proposed Costs</u> As evidenced from your response to item 5 of the Submission Requirements section, and as provided on the Proposal Worksheet.	25%
5	<u>Non-Discrimination and Small Local Business Utilization Policy</u> Does your company meet the Port's definition of Small Local Business? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port's definition of Small Local Business, and award qualifying companies up to the maximum 15 points.	15%
	Total	100%

B. Selection Procedure:

All proposals received by the deadline which meet the RFP's requirements will be presented to the evaluation committee comprised of Port of Oakland staff and possibly external members. The evaluation committee will evaluate the proposals and score all submissions according to the evaluation criteria above. The selection process may include interviews (at the discretion of the evaluation committee) for the top-scoring submissions. If interviews are to take place, the Port will notify the top scoring

Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

VI. Additional Provisions

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

A. Port's Legal Name and Jurisdiction

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

B. Ownership of Proposal

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

C. Deadline for Receipt of Proposal

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

D. Public Records Act

Under the California Public Records Act (Gov. Code § 6250 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process. However, such disclosure shall not be made prior to the date on which the Port publishes the identity of the apparent successful proposer or issues a Notice of Intent to Award, if such notice is issued.

If Respondent believes portions of its proposal contain trade secrets or proprietary financial information that should be exempt from disclosure under the Public Records Act, **Respondent shall submit a separate copy of its entire proposal with the protected material redacted with black boxes, which each redaction specifically marked as "CONFIDENTIAL"**. Such separate copy shall not constitute the proposal, but shall be used, if needed and appropriate, in response to an applicable Public Records Act request. If

Respondent does not submit such a separate redacted proposal, Respondent shall be deemed as not claiming that any portion of its proposal contains trade secrets or proprietary financial information.

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

E. Indemnification

If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in the Port's Standard Professional Services Agreement. **See Section 5** of the Port' Standard Professional Services Agreement (**Attachment 11**).

F. Reimbursable Expenses

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

G. Port's Right to Modify

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

H. Conflicts of Interest

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

I. Cost of Preparing a Response

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

J. Compliance with Law

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

K. Respondent's Relationship

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

L. Proposal Considerations and Legal Proceeding Waiver

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

M. False Statements

False statements in a proposal will disqualify the proposal.

N. Taxes

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

O. Grade of Service

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

P. The Respondent's Liability

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

Q. Amendments

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

R. Withdrawal or Modification of Offers

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

S. Acceptance

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

T. Representations

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

U. Award Consideration and Length of Contract

The Port shall not be bound to accept the lowest-quote fee and will award the contract (if any) to the company/firm selected through the competitive process (and any subsequent interviews) outlined in this RFP.

The Port will award a four-year (4) contract (if any) and will have the option to issue one (1) one-year extension not to exceed a total period of 5 years (at the costs quoted in this proposal).

V. Contract Termination

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

W. Protest Procedures

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

1. Any protest must be submitted in writing to Daria Edgerly, Secretary of the Board, and received by the Port no later than 5:00 p.m. by the third (3rd) business day following publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued).
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the Port without recourse.



RFP No.: 21-22/03 – Janitorial Services for 530 Water St. and Other Port Assets

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

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

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

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

Executed this _____ day of _____, 202__, at

_____ / _____

Signature

Authority: Public Contract Code 7106

CCP 2015.5



PORT OF OAKLAND

Statement of Equal Employment Opportunity

RFP No.: 21-22/03 – Janitorial Services for 530 Water St. and Other Port Assets

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

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

Signature

Print Name

Title

Date



RFP No.: 21-22/03 – Janitorial Services for 530 Water St. and Other Port Assets

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

Addendum Acknowledgement:

The following addendum (addenda) is (are) acknowledged in this RFP: _____

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.
3. I understand my Proposal and all related documents may be released in their entirety in response to a request under the California Public Records Act, subject to any separate copy I submit in accordance with Section VI.D of this RFP.
4. I represent that I am familiar with Section 1090 and Section 87100 et seq. of the California Government Code, and that I do not know of any facts that constitute a violation of said Sections in connection with the proposal.

Respondent's Name and Title:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Cell Number: _____

Contractor License # (if applicable): _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____



RFP No.: 21-22/03 – Janitorial Services for 530 Water St. and Other Port Assets

Indicate individual monthly fee and per square foot per month, site location and the annual total cost.

A. Staff Information:

1. Complete number of staff required for Night Crew and Parking/Garage Staff:

Number of Staff: <u> (1) </u>	Day Porter	Time: 7:30am – 4:00pm
Number of Staff: <u> </u>	Night Crew (PM Service)	Time: 6:00pm – 12:00am
Number of Staff: <u> </u>	Parking/Garage Staff	Time: 11:00am – 8:00am

2. Provide a monthly detailed staff cost per month:

Day Porter = \$ per month Night Crew = \$ per month

Parking/Garage Staff = \$ per month

B. Site Location Detailed Cost:

I. Port Headquarters – 530 Water St. Oakland, CA 94607

- **137, 672 sq. ft. – 7 story office building**

Total Fee = \$ per month

Fee per Square Foot = \$

II. Harbormaster Office – 38 Water St. Oakland, CA 94607

- **1,000 sq. ft. – 1 story office building**

Total Fee = \$ per month

Fee per Square Foot = \$

III. 101 Washington Street Garage and Underground Garage

- **400,000 sq. ft. – 7 story garage and 90,000 sq.ft. - 1 story garage**

Total Fee = \$ per month

Fee per Square Foot = \$

IV. Webster/Embarcadero Parking Lot

- **18,480 sq. ft. surface lot**

Total Fee = \$ per month

Fee per Square Foot = \$

C. Annual Cost Summary:

Total Annual Cost
(Site I + II + III + IV) = \$ per year



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

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

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

- Up to 5 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for LIA certified firms, and 2.5 for LBA certified firms.
Note: LIA/LBA credit is given only for certified firms which have had established active offices in the respective area for at least a year at the time of proposal due date, and NOT for outside firms which plan to do the project work at a LIA/LBA office;
- An additional 3 points will be credited for an LIA certified prime consultant (proportionate to the share of prime consultant work in the case of a joint venture) and 1.5 points for an LBA certified prime consultant;
- Up to 4 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for Very Small Business Enterprise (VSBE) certified firms, and 2 points for Small Business Enterprise (SBE certified firms); and
- Up to 3 points for commitment to the Port's values and programs, e.g., mentoring small and/or very small local businesses and providing meaningful work for small and/or very small local sub-consultants; utilization of college and high school interns from the LIA; participation in job fairs and trade fairs targeted to LIA residents and businesses; and other work showing the consultant's efforts to contribute to the economic development of the LIA.

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

1. Attachment 5-A, Chart for Submitting Data for Calculation of Preference Points. List the team members' (prime and subs) names, roles, location and LIA/LBA/SBE/VSBE status in the format shown in Attachment 5-A. Be specific as to the nature and estimated percentage of the work to be performed by the prime, any joint venture partners and/or sub-consultants.
2. Attachment 5-B, Local Participation Questionnaire. Complete for each sub-consulting firm or individual, as well as for the prime consultant.

3. Attachment 5-C and 5-D, Monthly and Final Utilization of Local and Small Business Enterprises are required after contract award. Attachment 5-C is required after contract award and a final report attachment 5-D, is required after completion of the project.

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

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

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

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

For questions or assistance regarding this section, contact Ms. Donna Cason (510) 627-1140, or dcason@portoakland.com in the Port's Social Responsibility Division.



PORT OF OAKLAND

**Chart for Submitting Data
for Calculation of Preference Points**

Company	Nature of Work to be Performed	Prime or Sub?	Location of Firm	*LIA/LBA SBE/VSBE Certification Status	Percent of Total Contract	Percent of Sub-consulting Work
(Name of Prime)		Prime				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
Total (must add up to 100%)					100%	100%

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

Notes:

- Please make sure the column labeled "Percent of Total Contract" adds up to 100%
- Please make sure the column labeled "Percent of Sub-consulting Work" adds up to 100% of the Sub-consulting work.



(Use additional paper if necessary)

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

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

2. (A) Do any team members regularly use local students as interns in their work? Yes___ No ___
(B) Do any team members currently use local students as interns in their work? Yes___ No ___
(C) Have any team members used local students as interns in past work? Yes ___ No___
(D) If planning to use interns on this project, how will you utilize them?

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

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



PORT OF OAKLAND

Monthly Utilization of Local and Small Business Enterprises

PRIME CONTRACTOR		BUSINESS ADDRESS				CONTRACT BID AMOUNT		DATE OF THIS REPORT	
PORT PROJECT NAME				PORT PROJECT NUMBER	WORK AUTHORIZATION #	TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS		PROJECT COMPLETION DATE	
(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	CONTRACT PAYMENTS					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
TOTAL				\$	\$	\$	\$		

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

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

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT		
AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE	BUSINESS PHONE NUMBER	DATE

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Monthly Utilization of Local and Small Business Enterprises

- (I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)
- (II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

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

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

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

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

- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

COMMENTS:



PORT OF OAKLAND

Final Utilization of Local and Small Business Enterprises

PRIME CONTRACTOR		BUSINESS ADDRESS				CONTRACT BID AMOUNT		DATE OF THIS REPORT	
PORT PROJECT NAME				PORT PROJECT NUMBER	WORK AUTHORIZATION #	TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS		PROJECT COMPLETION DATE	
(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	CONTRACT PAYMENTS					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
TOTAL				\$	\$	\$	\$		

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

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

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT		
AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE	BUSINESS PHONE NUMBER	DATE

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Final Utilization of Local and Small Business Enterprises

- (I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)
- (II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

- Column 1: Name and address of the firm performing work and/or supplying materials.
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- Columns 5a-5d Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website (<http://srd.portofoakland.com/>) or by calling (510) 627-1627. Refer to the following table for a description of the certification status:

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

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- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

COMMENTS:



PORT OF OAKLAND

**Non-Discrimination and Small Local
Business Utilization Policy Program Affidavit**

RFP No.: 21-22/03 – Janitorial Services for 530 Water St. and Other Port Assets

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

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

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

Signature

Print Name

Title

Date



EMPLOYERS SUBJECT TO §728 OF THE CITY CHARTER MUST COMPLY WITH THE FOLLOWING REQUIREMENTS:

- 1) Pay all non-exempt employees the living wage rates (As of July 1, 2021, \$17.56 without health benefits or \$15.30 with health benefits). Port Ordinance No. 3666, as amended also requires that covered businesses provide employees at least twelve compensated days off per year, including holidays.
- 2) Pay at least \$2.26 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.
- 3) **Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations.** The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.
- 4) Provide all employees earning less than \$12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.
- 5) **Submit name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off in a web accessed monitoring system at <https://www.elationsys.com/app/Registration/> by March 31st, June 30th, September 30th, and December 31st of each year.** If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of \$500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.
- 6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. **Covered employers shall be responsible for including language committing the subcontractor's, tenant's or licensee's agreement to comply, in the contract with the subcontractor.** Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.
- 7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

Employers who fail to submit documents, declarations or information required to demonstrate compliance with these regulations shall be deemed noncompliant or non-responsive and subject to the remedies as set forth in §728.



COVERED BUSINESS CHECKLIST WRITE YES/NO ANSWER IN APPROPRIATE BOX:

1. Is the Business entering into a contract, tenancy agreement or subordinate agreement (such as, subcontract, subtenancy, or sublicense) with the Port? *If no, go on to question 2. If yes, go to question 3.*
2. Has the Business amended an existing contract, tenancy agreement or subordinate agreement at any time since April 2002? *If no to 1 and 2, stop here: the business is not covered. If yes, go to question 3.*
3. Is the contract with Aviation or Maritime divisions for a value of greater than \$50,000 over the life of the contract (over the next five years if contract is for less than a year and expected to be renewed or extended)? *If no, stop here; the contract is not covered. If yes, go to question 4.*
4. Is the contract for service other than the delivery of products, equipment or commodities? *If no, stop here: the business is not covered. If yes, go to question 5.*
5. Does the Business employ more than 20 employees who spend at least 10 hours per week (4 hours per week if part time employees) working under the contract with the Port or on Port property? Indicate the number of employees that are employed by the Contractor _____. *If no, stop here the business is not covered. If yes, go to question 6, exemptions for specified employees of a covered employer.*

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

6. *Does the employee work less than 25% of his/her time (10 hours per week for full time employee) under the contract with the Port? If yes, stop here; the specified employee is exempt. If no, go to question 7.*
7. *Is the employee under 21 years of age, employed by a government agency or nonprofit for after school or summer employment, or as a trainee for 90 days or less? If yes, stop here; the specified employee is exempt. If no, go to question 8.*
8. *Has the Business obtained a waiver that covers the employee? If yes, stop here; the specified employee is exempt. If no, go to question 9.*
9. *Is the employee participating in a bona-fide temporary job-training program in which a significant part of the compensation consists of acquiring specialized knowledge, abilities or skills in a recognized trade? If yes, stop here; the specified employee is exempt. If no, go to question 10.*

10. *Is the employee a volunteer who is not compensated other than for incidental expenses or stipends? If yes, stop here; the specified employee is exempt. If no, go to question 11.*
11. *Is the employee working for the Business less than 20 hours per week for a period of 6 months or less? If yes, stop here the specified employee is exempt. If no, go to question 12.*
12. *Of the remaining employees (employees for which no exemption applies as indicated by your answers to questions 6 through 11), are there 20 or fewer non-exempt employees working for the employer under the Port Contract? If yes, stop here; each of the remaining specified employee(s) is/are exempt. If no, each of the remaining specified employee(s) is covered by §728.*

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

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

Submit Completed Checklist To:

Connie Ng-Wong

Port of Oakland

Social Responsibility Division

530 Water Street

Oakland, CA 94607

Phone: (510) 627-1390 Fax: (510) 451-1656

Email: cng-wong@portoakland.com



PORT OF OAKLAND

Certificate of Compliance – Living Wage

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

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

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

Please check the appropriate box and sign below

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

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

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

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.: 21-22/03 – Janitorial Services for 530 Water St. and Other Port Assets

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

Supplier Insurance Requirements

RFP No.: 21-22/03, Janitorial Services for 530 Water St. and Other Port Assets

Please refer to Attachment 11 – Appendix C, for Insurance requirements.



PORT OF OAKLAND

Insurance Acknowledgement Statement

RFP No.: 21-22/03, Janitorial Services for 530 Water St. and Other Port Assets

I hereby certify that _____ (Legal Name of Respondent) agrees to meet all of the Port's Insurance requirements included in this Request for Proposal and Respondent will be able to evidence such insurance when and if awarded the contract and will provide proof of insurance at the time of project award if awarded the contract.

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

Signature

Print Name

Title

Date

Attachment 11
JANITORIAL SERVICES AGREEMENT
[JACK LONDON SQUARE]

Between

**CITY OF OAKLAND, A MUNICIPAL CORPORATION,
ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS
as the "Port of Oakland"**

And

[CONTRACTOR]

(Contract No. _____)

Dated

1.	JANITORIAL SERVICES	1
2.	SCOPE OF WORK.....	2
3.	PAYMENT TO CONTRACTOR.....	2
4.	AUDIT BOOKS AND RECORDS.....	2
5.	EMPLOYMENT STATUS	3
6.	EMPLOYEES OF CONTRACTOR	3
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8.	LABOR PEACE RULE.	4
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10.	INSURANCE	4
11.	WORKERS' COMPENSATION INSURANCE; PAYROLL TAXES	5
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15.	CONTRACTOR TO REPAIR.....	5
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JANITORIAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) FOR JANITORIAL SERVICES is entered into by and between the **CITY OF OAKLAND**, acting by and through its Board of Port Commissioners, (hereinafter referred to as “Port”), and the Contractor listed on the first page (the “Contractor”).

WITNESSETH:

WHEREAS, the Port desires to obtain Janitorial Services for the premises located at various Port assets in Jack London Square, Oakland, California, listed in Exhibit __ (hereinafter sometimes referred to as the “Premises”); and

WHEREAS, the Port desires to retain Contractor as an independent contractor to provide janitorial services in accordance with this Agreement;

NOW THEREFORE, in consideration of the terms, covenants and conditions contained herein, to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

1. JANITORIAL SERVICES

1.1 Retention of Contractor

The Port does hereby retain Contractor and Contractor agrees with the Port, to provide janitorial services at the premises set forth in Exhibit “__”, in accordance with this Agreement. The Port shall have the right to delete space from the Premises in the Port’s sole and absolute discretion. If the Port determines to delete space from the Premises, the Port will notify Contractor at least thirty (30) days prior to the date space will be deleted from the Premises. The Port and Contractor agree to meet and mutually agree on the reduction of costs of Services (as hereafter defined) to reflect the reduction of Premises covered by this Agreement and reduction in work force necessary to provide Services to the Premises.

1.2 Term of Agreement

The term of this Agreement shall be for () years commencing _____ and terminating _____ unless the Port exercises one or more of its extension options provided for in Section 1.3, in which case this Agreement shall terminate the last day of the last Extension Term exercised by the Port pursuant to Section 1.3. The term “Operating Term” shall mean the term of this Agreement as provided in this Section 1.2 and any Extension Term of this Agreement resulting from the Port’s exercise of its extension options under Section 1.3. This Agreement shall be effective during the Term, provided it has been signed by the Parties and approved as to form and legality by the Port Attorney.

1.3 Agreement Extension Options

The Port shall have the right, at its sole discretion, to extend this Agreement for up to _____ (“Extension Term”).

Each extension option shall be exercised by the Port providing notice thereof in writing to Contractor not less than sixty (60) days nor more than ninety (90) days before the last day of the initial or subsequent applicable extended expiring term. Notwithstanding any other provision of this

Agreement, the Executive Director (or his designee as provided herein) may terminate this Agreement with or without cause at any time as provided in Section 30.

2. SCOPE OF WORK

Contractor agrees to furnish at its expense all labor, uniforms, equipment and materials necessary to perform the services/ set forth in Exhibit “__” (Cleaning Specifications/Carpet Cleaning Specifications) attached hereto and made a part hereof (“Services”).

3. PAYMENT TO CONTRACTOR

3.1 Port agrees to pay contractor for Services in accordance with Exhibit “__” (Monthly Maintenance Cost Form). Payment for services performed shall be made once a month, in arrears.

3.2 In no event shall the Port be obligated to Contractor for any services under this agreement if the total amount the Port has paid to Contractor under this Agreement exceeds \$_____.

If the Port’s interest in the Premises and/or the land used in connection therewith is at any time sold or otherwise conveyed, Contractor agrees that this Agreement shall be deemed assigned to such transferee, and Contractor agrees that upon such transfer, Port shall have no further obligation to Contractor under this Agreement and that Contractor will rely solely on such transferee to perform obligations of Port under this Agreement.

4. AUDIT BOOKS AND RECORDS

4.1 Contractor shall maintain all documents and records prepared by or furnished to Contractor during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Contract, and invoices, payrolls, records and all other data related to matters covered by this Contract. Contractor shall permit Port to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Contract shall have the same rights conferred to Port by this section. Such rights shall be specifically enforceable.

4.2 The Contractor shall maintain full and adequate records, in electronic and other mediums related to this Agreement or prepared by or furnished to Contractor during the course of performing the Services in accordance with Port requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within a radius of fifty (50) miles from the offices of the Port at 530 Water Street, Oakland, California, Contractor shall, upon request of the Port, make such books and records available to the Port for inspection at a location within said fifty (50) mile radius or Contractor shall pay to the Port the reasonable, and necessary costs incurred by the Port in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The Port further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the Port, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after the Port makes the final or last payment or within three (3) years after any pending issues between the Port and Contractor with respect to this Agreement are closed, whichever is later.

4.3 If the Contractor's books and records have been generated from computerized data, Contractor agrees to provide the Port or its representative extracts of data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. The Contractor should not charge the Port for the reasonable use of the Contractor's photocopying machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and or printing any records or transactions stored in magnetic, optical, microform or other media.

4.4 Contractor agrees, upon commencement of an audit by or on behalf of the Port pursuant to this Section 12 (an "Audit"), to toll for the Tolling Period (as defined below) all applicable periods of any statutes of limitations, laches or other defenses based on the Port's failure to file an action during the Tolling Period with regard to any matter arising out of the Audit. Such tolling shall commence on the Port's written notice to the Contractor that the Audit has commenced (the "Tolling Effective Date") and shall end four years after the date that the Port delivers to the Contractor a written copy of the Port's final findings on the Audit or on such later date as may be set forth in a written agreement between the parties (the later of such dates is the "Tolling Termination Date," and the period commencing on the Tolling Effective Date and ending on the Tolling Termination Date is the "Tolling Period"); provided, however, that the Tolling Period shall in no event be in excess of the time provided for in California Code of Civil Procedure § 360.5. Contractor agrees not to assert the defense of laches, statute of limitations or any other defense based upon the Port's failure to timely file an action during the Tolling Period with regard to any matter arising out of the Audit. Notwithstanding the foregoing, the tolling agreement set forth in this paragraph shall be inadmissible to determine liability or damages or any issue in dispute (other than the Tolling Period) under the Audit, whether before regulatory bodies, alternative dispute resolution proceedings or state or federal courts.

5. EMPLOYMENT STATUS

Contractor is an independent contractor and not an employee of the Port. Contractor shall select its own employees, agents or servants and such employees, agents and servants shall be and act under the exclusive and complete supervision and control of Contractor. Contractor hereby acknowledges its responsibility for (i) all withholding taxes, payroll taxes and other employment taxes, and (ii) full payment of the wages, employee benefits and all other compensation of all employees, agents or servants engaged by Contractor in the performance of this Agreement.

Contractor recognizes that as an independent contractor, Contractor's employees shall not be eligible to participate in any of Port's benefits programs and the only consideration payable by Port to Contractor for Services rendered hereunder shall be the fee set forth in the exhibits attached hereto and made a part hereof.

6. EMPLOYEES OF CONTRACTOR

Contractor agrees to replace any employee of Contractor not satisfactory to Port upon written request from Port as soon as possible. Contractor shall submit information on the employment records and backgrounds of all persons employed by Contractor to perform the Services to Port for Port's approval.

7. PERSONNEL

Contractor shall provide Port with a list of personnel employed by Contractor to perform the services to Port and shall notify Port of any changes.

8. LABOR PEACE RULE.

Contractor shall comply with the Port of Oakland Labor Peace Rule for Certain Operational Services, enacted through Port Ordinance No. 4587, as it may be amended or superseded (“Labor Peace Rule”). The Labor Peace Rule is contained in **Exhibit G** (“Labor Peace Rule”), attached hereto and incorporated herein.

Upon the Effective Date of this Agreement, Contractor shall provide adequate evidence to the Port that it has complied and will comply with the Labor Peace Rule, including (without limitation), providing evidence of executed Labor Peace Agreements with any Labor Organization that has requested such Labor Peace Agreement.

9. INDEMNIFICATION AND HOLD HARMLESS

9.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782, 2782.6 and 2782.8), Contractor shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless Port and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, paralegal and attorneys’ fees (including costs attributable to in-house paralegals and attorneys), Port staff costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, from: (1) the Services under this Agreement, or any part thereof, or (2) any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

9.2 Contractor shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including paralegal and attorneys’ fees (including costs attributable to in-house paralegals and attorneys), Port staff costs, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Port, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

Contractor shall cause its Subcontractors to agree to indemnities and insurance obligations in favor of Port and other Indemnitees in the exact form and substance of those contained in this Agreement.

10. INSURANCE

During the entire term of this Agreement, Contractor shall comply with Exhibit “__” which is attached to and made a part of the Agreement.

11. WORKERS' COMPENSATION INSURANCE; PAYROLL TAXES

Contractor shall provide its services hereunder as an independent contractor. Nothing contained herein is intended or shall be construed to make the Port and the Contractor joint employers. All janitors furnished by Contractor shall be the employees of Contractor and shall not be considered agents or employees of the Port. Contractor shall have the sole responsibility for paying the salaries, payroll taxes, contributions for unemployment insurance, and all other expenses relating to each employee of Contractor, subject to reimbursement in accordance with Exhibit “__”.

Contractor shall provide workers' compensation insurance as required by the laws of the State of California, subject to reimbursement for the costs thereof in accordance with Exhibit “__”. The Port shall be reimbursed for any premium refunds in the form of dividends, retroactive premium adjustments, or any other amounts due to the Port during the term of this Agreement or until there has been a final accounting by the workers' compensation insurer, whichever is longer. If the Contractor elects to retain any policy holder dividends or retrospective premium adjustment, the Port will pay monthly premium based upon the monthly Authorized Payroll times the manual rate times the documented experience modification (not to exceed 100%) times ten percent (10%).

12. WAIVER BY PORT

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

13. ADVERTISING

Contractor shall not use Port's name, the name of the Port of Oakland, or the names Jack London Square or Jack London's Waterfront or refer to said names or places directly or indirectly in any advertisement or release to any professional or trade publication without receiving Port's specific prior written approval for such use.

14. CONSERVATION

Contractor agrees that in performance of the Services under this Agreement there is a need to conserve natural resources. Contractor shall participate in and support Port's conservation programs including but not limited to energy conservation and material recycling programs.

15. CONTRACTOR TO REPAIR

Contractor shall promptly repair and/or replace at its own cost and expense, any damage to or loss of property caused by its agents, servants, contractors or employees, which repairs or replacements shall be made to the satisfaction of Port.

16. CONTRACTOR'S ASSUMPTION OF RISK

Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the person or property of Contractor, its officers, agents, employees, contractors and invitees, which may occur in, on, or about the Premises, of the Port at any time and in any manner, except to the extent

such loss, injury, or damage may be caused by the sole negligence, active negligence or willful misconduct of the Port, its agents, Contractors, employees, and officers.

17. NONDISCRIMINATION

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

18. REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants with respect to this Agreement, and any amendment hereto:

That all information submitted by Contractor, its officers, agents, employees and contractors ("the Aforementioned Parties") during the Port's Janitorial Services Request For Proposals process, or thereafter, upon request, whether or not submitted by any of the Aforementioned Parties under a continuing obligation by the terms of this Agreement to do so, was true and correct at the time such information was submitted or made available to Port.

That none of the Aforementioned Parties has colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's response and Request For Proposal.

That Contractor has the power and authority to enter into this Agreement with the Port and that the individual executing this Agreement is duly authorized to do so.

That none of the Aforementioned Parties has made an attempt to exert undue influence with the evaluation committee of the Port to award the Agreement to Contractor.

That there are no unresolved claims or disputes between Contractor and Port.

That Contractor has furnished (and will furnish) true and accurate financial statements, records, reports, resolutions, certifications, and other information as may be requested of Contractor by Port from time to time during the term of this Agreement.

19. EXAMINATION

Contractor acknowledges that prior to the execution of this Agreement, Contractor has made sufficient investigation, examination and tests to determine the difficulties and hazards incident to the performance of Services, whether arising from the location or condition of the Premises, proximity to adjacent facilities, equipment, tanks, buildings and other structures or otherwise, and has determined to Contractor's satisfaction the nature and extent of all difficulties and hazards and that Contractor will be able to perform the Services as required by this Agreement.

20. SUSPENSION AND TERMINATION BY THE PORT

(i) Port may direct Contractor to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Port may determine in its sole discretion. Port may issue such directives without cause. Port will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii) Port may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Contractor commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of Port's written notice to Contractor demanding such cure. In the event Port terminates this Agreement for default, Contractor shall be liable to Port for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii) Port may (in writing) terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever Port determines that such termination is in Port's best interests. In the event Port terminates this Agreement for convenience, Contractor shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date, but may recover no other cost, damage or expense.

21. COMPLIANCE WITH LAWS

21.1 Contractor represents that it will comply with all applicable laws, ordinances, general rules or regulations, permits, or land use restrictions or limitations at any time applicable thereto of any public or governmental authority, including the City and the Port, including but not limited to The Charter of the City (including without limitation Section 728 entitled "Living Wage and Labor Standards at Port-Assisted Businesses" and Port Ordinance No. 3666 entitled "An Ordinance Establishing a Living Wage Requirement") in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Contractor shall comply with all security requirements imposed by authorities with jurisdiction over the Project (including, but not limited to, Federal Aviation Administration, U.S. Department of Transportation, and other government agencies), and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

21.2 Contractor further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

21.3 Contractor, as a condition of execution of this Agreement certifies under penalty of perjury and as a condition of payment of its invoice(s) for service provided under this Agreement as follows:

- a. All Employees, as defined respectively under Port Ordinance No. 3666, and Section 728 of the Charter of the City of Oakland (Hereinafter "Living Wage laws"), as amended from time to time, engaged in Covered Activities (as defined in the respective Living Wage laws) shall be compensated in compliance with the requirements of the respective and applicable Living Wage laws:
- b. Claims, records and statements relating to Contractor's compliance with the Living Wage laws are true and accurate, and are made with the knowledge that the Port will rely on same, and that they are submitted to the Port for the express benefit of Contractor's employees engaged in Covered Activities;
- c. Should the Living Wage laws not apply to Contractor at the time this Agreement is entered into, but thereafter become applicable, Contractor will comply with all of its obligations under the respective Living Wage laws, when applicable; and

- d. All terms used in this Section 22.3 and not defined shall have the meaning ascribed to such terms in the respective applicable Living Wage laws.

21.4 California Labor Code Section 2810.

The Contractor shall at all times during the Agreement comply with the terms of Labor Code Section 2810, including (a) submission of Exhibit “__” prior to execution of the Agreement and (b) updating information contained within the form immediately and no later than forty-eight (48) hours of any change.

22. TRANSFER AND ASSIGNMENT

22.1 No Assignment

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

22.2 Transfer of Control

For purposes of Section 21.1 above, an assignment shall include, if the Contractor is a corporation (except if Contractor is a corporation whose stock is publicly traded), the issuance or the sale, transfer or other disposition of a sufficient number of shares of stock in the Contractor to result in a change in control of the Contractor or if the Contractor is a partnership or joint venture, a transfer of an interest in the partnership or joint venture which results in a change in control of such entity.

23. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without regard to principles of conflict of law. Consultant hereby consents to the exclusive jurisdiction of the state and federal courts in Alameda County, California and/or the United States District Court for the Northern District of California, and any actions arising out of or filed in connection with this Agreement shall be filed solely in such courts.

24. COVENANT AGAINST CONTINGENT FEES

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

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

“Bona fide employee” as used in this Section, means a person, employed by Contractor and subject to Contractor’s supervision and control as to time, place, and manner of performance, who

neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

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

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

25. MISCELLANEOUS

25.1 Notices

Written notices to the Port hereunder shall be given by registered or certified mail, postage prepaid, and addressed to said parties at:

Port of Oakland
530 Water Street
Oakland, California 94607
Attention: Director of Commercial Real Estate

or to such other address as these parties may designate by written notice to Contractor. Written notices to Contractor hereunder shall be given by registered or certified mail, postage prepaid, and addressed to Contractor as set forth in Exhibit “__” hereto or to such other address as Contractor may designate by written notice to the Port.

25.2 Incorporation Of Exhibits

All Exhibits attached hereto are hereby incorporated in this Agreement by reference and Contractor shall perform all of its obligations thereunder.

25.3 Entire Agreement

This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties’ agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

25.4 California Law

This Agreement shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.

25.5 Headings

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

25.6 Time of Essence

Time is expressed to be of the essence of this Agreement.

25.7 Successors and Assigns

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

25.8 Severability

If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Janitorial Services Agreement to be executed the day and year first above written.

<p>PORT OF OAKLAND</p> <p>CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,</p> <p>By: _____ DANNY WAN, Executive Director</p> <p>THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY.</p> <p>Approved as to form and legality:</p> <p>By: _____ MICHELE HEFFES, Port Attorney (Or Assistant Port Attorney or Deputy Port Attorney signing on behalf of)</p> <p>Port Resolution No.:</p> <p>Board Approval Date:</p> <p>PA#:</p>	<p>CONTRACTOR</p> <p>a _____, corporation</p> <p>By:</p> <p>Name: Title: Email:</p> <p>_____ <i>ATTEST</i> (only if California Corp.)</p> <p>By:</p> <p>Name: Title: Email:</p>
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EXHIBIT "A"

SCOPE OF SERVICES

CLEANING SPECIFICATIONS /
CARPET CLEANING SPECIFICATIONS

The Scope of Services will be as described in the Request for Proposals (RFP No. 21-22/03) for the Janitorial Services for 530 Water Street and Other Port Assets.

EXHIBIT "B"

PAYMENT

MONTHLY MAINTENANCE COST FORM

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- **Coverage:** Standard ISO Commercial General Liability form.
- **Limits:** \$1,000,000 per occurrence; \$2,000,000 annual general aggregate; \$2,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Cross liability/separation of insureds.
- Waiver of subrogation in favor of additional insured.
- If the Services involve construction activities, completed operations coverage must remain in force until at least 5 years after completion and acceptance of the Services.

2. Business Automobile Liability Insurance

- **Coverage:** Standard ISO Business Automobile Liability form for all owned, non-owned and hired automobiles.
- **Limits:** \$1,000,000 each accident, except \$5,000,000 for vehicles operating in the South Field, the Aviation Operating Area ("AOA"), or any active airfields of the Oakland International Airport.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per accident unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.

3. Contractor's Pollution Legal Liability Insurance

- **When Required:** If the Services involve any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials.
- **Coverage:** Contractor's Pollution Legal Liability occurrence or claims made form.
- **Limits:** \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- **Additional Term if Claims Made Form:** 2 years following completion and acceptance of the Services.
- **Definition of "Covered Operations"** shall include All work performed by Consultant or its contractors or subcontractors.

4. Workers' Compensation and Employer's Liability Insurance

- **Coverage:** Statutory Workers' Compensation and Side B Employer's Liability form.
- **Limits:** Statutory for workers' compensation and \$1,000,000 per accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease, for Employer's Liability.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence for Employer's Liability unless otherwise approved by Port Risk Management.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

5. Professional Liability Insurance

- **Coverage:** For errors and omissions arising out of the Services.
- **Limits:** \$1,000,000 per claim and annual aggregate; \$2,000,000 per claim and annual aggregate for prime designers for Capital Improvement Projects (CIP) with greater than \$50,000,000 in construction value.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per claim unless otherwise approved by the Port Risk Management.
- **Additional Term:** 2 years after completion and acceptance of the Services.
- If the Services involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Services involve outsourced technology or internet services, Network and Media Liability coverage.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents, and employees.

6. Employee Dishonesty Bond

- **When Required:** If Work involves janitorial services in and around Port buildings or facilities.
- **Coverage:** Employee Dishonesty Bond.
- **Limits:** \$1,000,000 blanket limit covering all employees.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per occurrence unless otherwise approved by Port Risk Management.
- **Loss Payee:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners.

Other Insurance Requirements:

- **Notice of Cancellation.** Consultant or Consultant's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- **Proof of Insurance/Insurer Rating.** Consultant must deliver to the Port Risk Management Department, prior to the commencement of the Services, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better. Upon failure to so file such insurance certificate, the Port may without further notice and at its option either (1) exercise the Port's rights; or (2) procure such insurance coverage at Consultant's expense and Consultant shall promptly reimburse the Port for such expense (Services may be interrupted

without proper evidence). In addition to the certificate of insurance, Consultant shall provide copies of the actual insurance policies if requested by the Port.

- Please send certificates and other required insurance information to:

Port of Oakland
Attn: Risk Management Dept.
530 Water Street
Oakland, CA 94607
Email: risktransfer@portoakland.com

EXHIBIT D

PREMISES

EXHIBIT E

CONTRACTOR AND CONTRACTOR'S NOTICE ADDRESS

Full Legal Name of Contractor:

Corporate Address:

Form of Business Entity (Check one)

- Sole proprietorship**
- Corporation: State of _____**
- Partnership: General Limited**
- Limited Liability Company**
- Other: _____**

If Corporation: (*Required Information*)

Agent for Service of Process (Name and Address)

Contact Individual / Position:

Telephone No.:

Facsimile No.:

E-Mail Address (if any):

Website (if any):

Tax Identification No.:

EXHIBIT F

INFORMATION REQUIRED TO COMPLY WITH CALIFORNIA LABOR CODE SECTION 2810

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

Contractor	
Name: Address: Telephone No.: Employer Identification No. (EIN):	
Description of Services:	
Describe Services:	
Commencement and Completion Dates:	
Worker's Compensation Insurance	
Policy No.	
Name of Insurer (Not Broker):	
Address of Insurer:	
Telephone No. of Insurer:	
For Vehicles owned by Contractor and used in performing work under this Contract	
VIN (Vehicle Identification No.):	
Automobile Liability Insurance Policy No.:	
Name of Insurer (Not Broker):	
Address of Insurer:	
Telephone No. of Insurer:	
Address of Property used to house workers on this Contract, if any:	
Workers employed under this Contract	
Estimated Total number of workers to be employed on this Contract:	
Estimated total wages to be paid workers:	
Dates (or schedule) when wages will be paid: (e.g. weekly, monthly, etc.)	
Independent Contractors utilized under this Contract	
Estimated total number of independent contractors to be used in this contract:	
List of current local, state and federal contractor license identification numbers required by law for independent contractors:	
Commissions	
Amount of commission paid under this contract	

EXHIBIT G

**PORT OF OAKLAND
LABOR PEACE RULE FOR CERTAIN OPERATIONAL SERVICES**

(Port Ordinance 4587)

I. PURPOSE

The Board of Port Commissioners, consistent with the findings set forth in its duly adopted Ordinance that it is essential for the protection of the Port’s proprietary and financial interests, adopts this Labor Peace Rule for Certain Operational Services (as defined below) mandating that Operators and Labor Organizations agree to enter into and abide by Labor Peace Agreements in the circumstances specified below.

II. DEFINITIONS

Whenever used in this Rule, the following terms shall have the meanings set forth below.

- (A) **“Board”** means the Board of Port Commissioners of the City of Oakland.
- (B) **“Department Director”** means the Director of the Department at the Port for which the Operational Services Agreement is intended to serve.
- (C) **“Executive Director”** means the Executive Director of the Port.
- (D) **“Labor Disruption”** means any economic action or concerted activity, including, without limitation, strikes, picketing, handbilling, boycotts of, or other interference with: any activities on Port property, the Port, or an Operator or its activities under an Operational Services Agreement.
- (E) **“Labor Organization”** means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with Operators concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.
- (F) **“Labor Peace Agreement”** means a written agreement between an Operator and a Labor Organization that prohibits a Labor Organization, its members and any employees represented by the Labor Organization from engaging in any Labor Disruptions relating to the services provided to the Port under an Operational Services Agreement: (1) during any organizing, membership drive, or negotiation of a collective bargaining agreement; and (2) during the entire term of the Operational Services Agreement in the case where the Labor Organization has entered into a collective bargaining agreement with the Operator.

- (G) **“Operational Services Agreement”** means an agreement between the Port and an Operator selected pursuant to a Request for Proposal to provide primarily the following services on Port property:
1. Automobile and/or truck tractor parking services;
 2. Real-time security video monitoring services at the seaport or security guard services;
 3. Comprehensive janitorial services for Port buildings in Jack London Square that serve Port tenants, customers, or the public;
 4. Comprehensive building engineering and maintenance services through fulltime personnel for Port buildings in Jack London Square that serve Port tenants, customers, or the public;
 5. Airport shuttle services; and/or
 6. Airport curbside management services.
- (H) **“Operator”** means all individuals and businesses operating under, or seeking to enter into, an Operational Services Agreement.
- (I) **“Port”** means the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, otherwise known as the Port of Oakland.
- (J) **“Request for Proposal”** means any formal request for proposal issued by the Port for an Operational Services Agreement in accordance with the Port’s Purchasing Ordinance (Port Ordinance No. 4576, as it may be amended or superseded).
- (K) **“Rule”** means this Labor Peace Rule for Certain Operational Services.

III. REQUIREMENT TO KEEP LABOR PEACE AND PREVENT LABOR INTERRUPTIONS

(A) **Operator Duties**

- (1) Prior to entering into an Operational Services Agreement, an Operator shall enter into a Labor Peace Agreement with any Labor Organization that has requested in writing such a Labor Peace Agreement. The Operator shall enter into the Labor Peace Agreement within thirty (30) days from the request.
- (2) The Operator shall require its successors and assigns to include in applicable agreements a provision to comply with the requirements of this Rule.
- (3) The Operator shall agree in its proposal or application for an Operational Services Agreement that the Port has a proprietary interest in the timely placement of an Operator and in the Operator’s operations under a Labor Peace Agreement, and that undue delay in reaching a Labor Peace Agreement with a Labor Organization would interrupt the provision of

services to the Port and subject the Operator and the Port to Labor Disruptions.

- (4) In the event that an Operator is unable to negotiate a Labor Peace Agreement with any Labor Organization within the thirty (30) day period set forth in Section III(A)(1) above, it may request to be excused from such obligations with respect to that Labor Organization by delivering a written request to the Executive Director. Upon the receipt of the written request from the Operator, the Executive Director may appoint a hearing officer (who shall not be an employee working under the applicable Department Director) who shall hold an informal hearing after notice to the Operator and the subject Labor Organization. The Operator may be relieved of, and excused from, its obligations under Section III(A)(1) with respect to the subject Labor Organization if the hearing officer finds, after holding the noticed hearing, that:
- a. the Operator has attempted to reach a Labor Peace Agreement with the subject Labor Organization; and
 - b. the Labor Organization has (i) refused to negotiate to reach a Labor Peace Agreement, or (ii) placed condition(s) on the Labor Peace Agreement that are arbitrary and capricious.

The findings of the hearing officer shall be final and may be based on any evidence or fact he or she deems relevant or credible whether or not the Operator or subject Labor Organization presented evidence or appeared at the hearing. The provision of a hearing is at the discretion of the Executive Director to facilitate the Port's proprietary interest in the timely compliance with this Rule. This Section III(A)(4) neither implies any legal duty of the Port nor confers any constitutional, legal, or contractual right of the Operator to enter into an Operational Services Agreement or of any party to contest the findings of the hearing officer in court or otherwise.

(B) Port Duties

- (1) The Port shall include in any Operational Services Agreement a provision requiring the Operator to abide by the requirements imposed under Section III(A) of this Rule as a condition of entering into any Operational Services Agreement.
- (2) All Requests for Proposals for an Operational Services Agreement shall include a reference to the requirements of this Rule. Failure to include such reference to this Rule in any such Request for Proposal shall not exempt any Operator otherwise subject to the requirements of this Rule.
- (3) The Port shall not enter into any Operational Services Agreement without finding that: (a) the Operator has entered into a Labor Peace Agreement with all Labor Organizations that, to the actual knowledge of the Executive Director, has requested in writing a Labor Peace Agreement with the Operator; (b) the Operator is excused from compliance pursuant to Section

III(A)(4) above; or (c) that any exemption from this Rule as set forth in Section III(D), below, applies.

- (4) The Department Director shall grant exemptions from this Rule as set forth in Section III(D), below.

(C) Labor Organization Duties

- (1) Any Labor Organization seeking enforcement of this Rule must request a Labor Peace Agreement with an Operator under provisions of this Rule and must submit to the Department Director a copy of the written request it has sent to the Operator showing the date of the request and specifying the Request for Proposal with respect to which the request is made.
- (2) Any Labor Organization seeking enforcement of this Rule shall not engage in Labor Disruptions at the Port in violation of any applicable Labor Peace Agreement.

(D) Exemptions

The provisions of this Rule shall not apply to any of the following:

- (1) A bargaining unit of any Operator which has already recognized a Labor Organization for that bargaining unit;
- (2) A Labor Organization that has not submitted a written request to enter into a Labor Peace Agreement to an Operator covered under this Rule or that has not submitted evidence of such written request to the Department Director as set forth in Section III(C)(1) of this Rule;
- (3) Any Operator whose operations under the Operational Services Agreement are subject to the Railway Labor Act either by final decision by a court or agency of competent jurisdiction, or by mutual agreement between the Operator and a Labor Organization that is the exclusive bargaining representative of its employees, in which case the Labor Peace Agreement shall be voluntary;
- (4) Any agreement between the Port and a tenant, licensee, or permittee;
- (5) Any agreement between the Port and a public agency; or
- (6) Any Request for Proposal for which the Port has not received any responsive proposals or in which the Department Director determines that the risk to the Port's financial or other nonregulatory interest resulting from labor/management conflict is so minimal or speculative so as not to require a Labor Peace Agreement to achieve the Port's proprietary, investment, or other nonregulatory interest.

IV. ENFORCEMENT

- (A) The Department Director or his/her designee shall investigate complaints alleging that this Rule has been violated, and shall take any action necessary to enforce

compliance, including referring such violation to the Port Attorney for civil or other action.

- (B) In addition to any other remedies available to the Port, the Port may terminate the Operational Services Agreement upon thirty (30) days' notice to the Operator to cure its breach where the Operator has failed to: (1) enter into a Labor Peace Agreement as required by this Rule; or (2) include in applicable agreements the provision requiring compliance with this Rule as required by Section III(A)(2) of this Rule.
- (C) Where an Operator has failed to prevent a Labor Disruption that is directly or indirectly caused by the Operator's violation of this Rule or breach of its obligations under the Operational Services Agreement, or by its violation of laws or of rules and regulations of the Port, the Port may consider the Operator in breach of the Operational Services Agreement, provide such services through means or person other than the breaching Operator, and terminate the Operational Services Agreement after thirty (30) days of any notice to the Operator to cure its breach and such breach has not been cured.
- (D) Any challenge to the applicability of this Rule to a particular Operator or Labor Organization shall be brought to the Board only after first seeking an exemption from the Department Director as provided for in this Rule. Any such challenge must be commenced with the Board in writing within 15 days after notification that such exemption has been denied by the Department Director.

V. CONSTRUCTION

Nothing in this Rule shall be construed as requiring any Operator to change the terms and conditions of employment for its employees, recognize a Labor Organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a Labor Organization. Nothing in this Rule permits or requires the Port or any Operator to enter into any agreement in violation of the National Labor Relations Act of 1935. Provisions of this Rule shall be interpreted to achieve the Port's proprietary interest in preventing Labor Disruptions. This Rule shall not apply to any Operational Services Agreement in which the Port's proprietary interest in preventing Labor Disruptions is so minimal or speculative so as not to warrant concern for the Port's proprietary, investment, or other non-regulatory interest.

VI. EFFECTIVE DATE

The provisions of this Rule shall apply to any Operational Services Agreement for which a Request for Proposal was first issued on or after the effective date of the Ordinance adopting this Rule.

VII. SEVERABILITY

If any part or provision of this Rule, or the application thereof to any person, business entity, or circumstance, is held invalid by any court of competent jurisdiction, the remainder of this Rule including the application of such part or provisions to other persons, business entities, or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Rule are severable.



RFP No.: 21-22/03, Janitorial Services for 530 Water St. and Other Port Assets

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

Contractor	
Name:	
Address:	
Telephone No.:	
Employer Identification No. (EIN):	
Description of Services:	
Describe Services:	
Commencement and Completion Dates:	
Worker's Compensation Insurance	
Policy No.	
Name of Insurer (Not Broker):	
Address of Insurer:	
Telephone No. of Insurer:	
For Vehicles owned by Contractor and used in performing work under this Contract	
VIN (Vehicle Identification No.):	
Automobile Liability Insurance Policy No.:	
Name of Insurer (Not Broker):	
Address of Insurer:	
Telephone No. of Insurer:	
Address of Property used to house workers on this Contract, if any:	
Workers employed under this Contract	
Estimated Total number of workers to be employed on this Contract:	
Estimated total wages to be paid workers:	
Dates (or schedule) when wages will be paid: (e.g. weekly, monthly, etc.)	
Independent Contractors utilized under this Contract	
Estimated total number of independent contractors to be used in this contract:	
List of current local, state and federal contractor license identification numbers required by law for independent contractors:	
Commissions	
Amount of commission paid under this contract	



RFP No.: 21-22/03, Janitorial Services for 530 Water St. and Other Port Assets

**PORT OF OAKLAND
LABOR PEACE RULE FOR CERTAIN OPERATIONAL SERVICES**

I. PURPOSE

The Board of Port Commissioners, consistent with the findings set forth in its duly adopted Ordinance that it is essential for the protection of the Port's proprietary and financial interests, adopts this Labor Peace Rule for Certain Operational Services (as defined below) mandating that Operators and Labor Organizations agree to enter into and abide by Labor Peace Agreements in the circumstances specified below.

II. DEFINITIONS

Whenever used in this Rule, the following terms shall have the meanings set forth below.

- (A) **"Board"** means the Board of Port Commissioners of the City of Oakland.
- (B) **"Department Director"** means the Director of the Department at the Port for which the Operational Services Agreement is intended to serve.
- (C) **"Executive Director"** means the Executive Director of the Port.
- (D) **"Labor Disruption"** means any economic action or concerted activity, including, without limitation, strikes, picketing, handbilling, boycotts of, or other interference with: any activities on Port property, the Port, or an Operator or its activities under an Operational Services Agreement.
- (E) **"Labor Organization"** means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with Operators concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.
- (F) **"Labor Peace Agreement"** means a written agreement between an Operator and a Labor Organization that prohibits a Labor Organization, its members and any employees represented by the Labor Organization from engaging in any Labor Disruptions relating to the services provided to the Port under an Operational Services Agreement: (1) during any organizing, membership drive, or negotiation of a collective bargaining agreement; and (2) during the entire term of the Operational Services

Agreement in the case where the Labor Organization has entered into a collective bargaining agreement with the Operator.

- (G) **“Operational Services Agreement”** means an agreement between the Port and an Operator selected pursuant to a Request for Proposal to provide primarily the following services on Port property:
1. Automobile and/or truck tractor parking services;
 2. Real-time security video monitoring services at the seaport or security guard services;
 3. Comprehensive janitorial services for Port buildings in Jack London Square that serve Port tenants, customers, or the public;
 4. Comprehensive building engineering and maintenance services through fulltime personnel for Port buildings in Jack London Square that serve Port tenants, customers, or the public;
 5. Airport shuttle services; and/or
 6. Airport curbside management services.
- (H) **“Operator”** means all individuals and businesses operating under, or seeking to enter into, an Operational Services Agreement.
- (I) **“Port”** means the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, otherwise known as the Port of Oakland.
- (J) **“Request for Proposal”** means any formal request for proposal issued by the Port for an Operational Services Agreement in accordance with the Port’s Purchasing Ordinance (Port Ordinance No. 4576, as it may be amended or superseded).
- (K) **“Rule”** means this Labor Peace Rule for Certain Operational Services.

III. REQUIREMENT TO KEEP LABOR PEACE AND PREVENT LABOR INTERRUPTIONS

- (A) **Operator Duties**
- (1) Prior to entering into an Operational Services Agreement, an Operator shall enter into a Labor Peace Agreement with any Labor Organization that has requested in writing such a Labor Peace Agreement. The Operator shall enter into the Labor Peace Agreement within thirty (30) days from the request.
 - (2) The Operator shall require its successors and assigns to include in applicable agreements a provision to comply with the requirements of this Rule.

- (3) The Operator shall agree in its proposal or application for an Operational Services Agreement that the Port has a proprietary interest in the timely placement of an Operator and in the Operator's operations under a Labor Peace Agreement, and that undue delay in reaching a Labor Peace Agreement with a Labor Organization would interrupt the provision of services to the Port and subject the Operator and the Port to Labor Disruptions.
- (4) In the event that an Operator is unable to negotiate a Labor Peace Agreement with any Labor Organization within the thirty (30) day period set forth in Section III(A)(1) above, it may request to be excused from such obligations with respect to that Labor Organization by delivering a written request to the Executive Director. Upon the receipt of the written request from the Operator, the Executive Director may appoint a hearing officer (who shall not be an employee working under the applicable Department Director) who shall hold an informal hearing after notice to the Operator and the subject Labor Organization. The Operator may be relieved of, and excused from, its obligations under Section III(A)(1) with respect to the subject Labor Organization if the hearing officer finds, after holding the noticed hearing, that:
 - a. the Operator has attempted to reach a Labor Peace Agreement with the subject Labor Organization; and
 - b. the Labor Organization has (i) refused to negotiate to reach a Labor Peace Agreement, or (ii) placed condition(s) on the Labor Peace Agreement that are arbitrary and capricious.

The findings of the hearing officer shall be final and may be based on any evidence or fact he or she deems relevant or credible whether or not the Operator or subject Labor Organization presented evidence or appeared at the hearing. The provision of a hearing is at the discretion of the Executive Director to facilitate the Port's proprietary interest in the timely compliance with this Rule. This Section III(A)(4) neither implies any legal duty of the Port nor confers any constitutional, legal, or contractual right of the Operator to enter into an Operational Services Agreement or of any party to contest the findings of the hearing officer in court or otherwise.

(B) Port Duties

- (1) The Port shall include in any Operational Services Agreement a provision requiring the Operator to abide by the requirements imposed under Section III(A) of this Rule as a condition of entering into any Operational Services Agreement.
- (2) All Requests for Proposals for an Operational Services Agreement shall include a reference to the requirements of this Rule. Failure to include such reference to this Rule in any such Request for

Proposal shall not exempt any Operator otherwise subject to the requirements of this Rule.

- (3) The Port shall not enter into any Operational Services Agreement without finding that: (a) the Operator has entered into a Labor Peace Agreement with all Labor Organizations that, to the actual knowledge of the Executive Director, has requested in writing a Labor Peace Agreement with the Operator; (b) the Operator is excused from compliance pursuant to Section III(A)(4) above; or (c) that any exemption from this Rule as set forth in Section III(D), below, applies.
- (4) The Department Director shall grant exemptions from this Rule as set forth in Section III(D), below.

(C) **Labor Organization Duties**

- (1) Any Labor Organization seeking enforcement of this Rule must request a Labor Peace Agreement with an Operator under provisions of this Rule and must submit to the Department Director a copy of the written request it has sent to the Operator showing the date of the request and specifying the Request for Proposal with respect to which the request is made.
- (2) Any Labor Organization seeking enforcement of this Rule shall not engage in Labor Disruptions at the Port in violation of any applicable Labor Peace Agreement.

(D) **Exemptions**

The provisions of this Rule shall not apply to any of the following:

- (1) A bargaining unit of any Operator which has already recognized a Labor Organization for that bargaining unit;
- (2) A Labor Organization that has not submitted a written request to enter into a Labor Peace Agreement to an Operator covered under this Rule or that has not submitted evidence of such written request to the Department Director as set forth in Section III(C)(1) of this Rule;
- (3) Any Operator whose operations under the Operational Services Agreement are subject to the Railway Labor Act either by final decision by a court or agency of competent jurisdiction, or by mutual agreement between the Operator and a Labor Organization that is the exclusive bargaining representative of its employees, in which case the Labor Peace Agreement shall be voluntary;
- (4) Any agreement between the Port and a tenant, licensee, or permittee;
- (5) Any agreement between the Port and a public agency; or
- (6) Any Request for Proposal for which the Port has not received any responsive proposals or in which the Department Director

determines that the risk to the Port's financial or other nonregulatory interest resulting from labor/management conflict is so minimal or speculative so as not to require a Labor Peace Agreement to achieve the Port's proprietary, investment, or other nonregulatory interest.

IV. ENFORCEMENT

- (A) The Department Director or his/her designee shall investigate complaints alleging that this Rule has been violated, and shall take any action necessary to enforce compliance, including referring such violation to the Port Attorney for civil or other action.
- (B) In addition to any other remedies available to the Port, the Port may terminate the Operational Services Agreement upon thirty (30) days' notice to the Operator to cure its breach where the Operator has failed to: (1) enter into a Labor Peace Agreement as required by this Rule; or (2) include in applicable agreements the provision requiring compliance with this Rule as required by Section III(A)(2) of this Rule.
- (C) Where an Operator has failed to prevent a Labor Disruption that is directly or indirectly caused by the Operator's violation of this Rule or breach of its obligations under the Operational Services Agreement, or by its violation of laws or of rules and regulations of the Port, the Port may consider the Operator in breach of the Operational Services Agreement, provide such services through means or person other than the breaching Operator, and terminate the Operational Services Agreement after thirty (30) days of any notice to the Operator to cure its breach and such breach has not been cured.
- (D) Any challenge to the applicability of this Rule to a particular Operator or Labor Organization shall be brought to the Board only after first seeking an exemption from the Department Director as provided for in this Rule. Any such challenge must be commenced with the Board in writing within 15 days after notification that such exemption has been denied by the Department Director.

V. CONSTRUCTION

Nothing in this Rule shall be construed as requiring any Operator to change the terms and conditions of employment for its employees, recognize a Labor Organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a Labor Organization. Nothing in this Rule permits or requires the Port or any Operator to enter into any agreement in violation of the National Labor Relations Act of 1935. Provisions of this Rule shall be interpreted to achieve the Port's proprietary interest in preventing Labor Disruptions. This Rule shall not apply to any Operational Services Agreement in which the Port's proprietary interest in preventing Labor Disruptions is so minimal or speculative so as not

to warrant concern for the Port's proprietary, investment, or other non-regulatory interest.

VI. EFFECTIVE DATE

The provisions of this Rule shall apply to any Operational Services Agreement for which a Request for Proposal was first issued on or after the effective date of the Ordinance adopting this Rule.

VII. SEVERABILITY

If any part or provision of this Rule, or the application thereof to any person, business entity, or circumstance, is held invalid by any court of competent jurisdiction, the remainder of this Rule including the application of such part or provisions to other persons, business entities, or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Rule are se



PORT OF OAKLAND

Statement of Adherence to Labor Peace Rule

RFP No.: 21-22/03, Janitorial Services for 530 Water St. and Other Port Assets

The undersigned acknowledges that it has obtained a copy of and carefully reviewed, understands, and agrees to the terms of the Labor Peace Rule for Certain Operational Services ("Labor Peace Rule") set forth in Port Ordinance 4587, as such ordinance may be amended or superseded. All capitalized terms in this Statement shall have the same meanings as defined in the Labor Peace Rule.

The undersigned understands that compliance with the Labor Peace Rule is a material term to performing this opportunity and that, if selected as the successful Respondent, the undersigned will fully comply with the Labor Peace Rule. The Labor Peace Rule requires, among other things, the successful Respondent to enter into a Labor Peace Agreement within thirty (30) days of a request by any Labor Organization.

The undersigned agrees that the Port has a proprietary interest in the timely placement of a successful Respondent and in the successful Respondent's operations under a Labor Peace Agreement, and that undue delay in reaching a Labor Peace Agreement with a Labor Organization would interrupt the provision of services to the Port and subject the successful Respondent and the Port to Labor Disruptions.

To ensure the timely execution of all required Labor Peace Agreements, if selected as the successful Respondent, the undersigned agrees to obtain and provide to the Port all required Labor Peace Agreement(s) **within twenty-one (21) days of publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued)**, or else the Port may select another respondent to perform the Services.

Signature

Print Name

Title

Company

Date